

May 27, 2010

DRAFT

LAND AND WATER CONSERVATION FUND PROGRAM

Grant Administration Guide

**State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**



“Creating Community through People, Parks and Programs”

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

DEPARTMENT MISSION

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the State's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

THE OFFICE OF GRANTS AND LOCAL SERVICES (OGALS) MISSION STATEMENT

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and Historical Resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OPEN PROJECT SELECTION PROCESS

In addition to this Procedural Guide, the Department completes an Open Project Selection Process (OPSP) document which describes the public process used in the development of the Procedural Guide and in the operation of the Land and Water Conservation Fund program in California. The OPSP is part of the California Outdoor Recreation Plan, and is available on the DEPARTMENT website or be obtained by calling OGALS at the number listed below.

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Website: www.parks.ca.gov/grants

Follow the link to Annual and Specified Programs, then to the Land and Water Conservation Fund Program

TABLE OF CONTENTS

PART I: LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)	
DESCRIPTION.....	3
<i>Purpose and Funding</i>	3
<i>Grant Administration Overview.....</i>	4
<i>Administrative Process Flowchart</i>	7
PART II: LWCF CONTRACT	8
<i>Legal Requirements</i>	8
<i>Public Access</i>	8
<i>Site Inspection.....</i>	8
<i>Contract Withdrawals</i>	8
<i>Loss of Funding.....</i>	8
<i>Funds Reverting</i>	8
<i>Sample Grant Contract.....</i>	9
<i>Grant Contract Provisions</i>	10
<i>Contract Requirements</i>	17
<i>Section 106 Compliance</i>	17
<i>Land Tenure Verification</i>	17
<i>UASFLA Appraisal</i>	18
<i>Section 6(F)(3) Compliance/Conversions</i>	18
<i>Status Reports.....</i>	18
<i>Memorandum of Unrecorded Grant Agreement.....</i>	19
PART III: PROJECT COSTS	20
<i>Eligible Costs Chart.....</i>	20
<i>Ineligible Costs Chart</i>	23
PART IV: GRANT PAYMENTS	25
<i>Grant Fund Availability Overview</i>	25
<i>Grant Progress Status Report</i>	26
<i>Reimbursement Payments</i>	27
<i>Payment Request.....</i>	28
<i>Payment Request Instructions.....</i>	29
<i>Grant Completion Packet</i>	30
<i>Project Certification Form.....</i>	31
<i>Grant Expenditure Form.....</i>	32
<i>Force Labor Costs Summary Form</i>	33
<i>Equipment Costs Summary Form</i>	34
<i>Memorandum of Unrecorded Grant Agreement.....</i>	35
<i>Memorandum of Unrecorded Grant Agreement Instructions.....</i>	36
<i>Complete all necessary information on the form:</i>	36
PART V: ADMINISTRATIVE PROCEDURES	37
<i>Changes to Grant Scope.....</i>	37
<i>Changes to Project Liquidation Date</i>	37

<i>Signage</i>	37
<i>Surcharge</i>	37
<i>Project Costs</i>	38
<i>Expenditure Guidelines</i>	38
<i>Program Income</i>	38
<i>Accounting Requirements</i>	38
<i>Record Retention</i>	39
<i>Compliance Inspections</i>	39
<i>Audit Requirement</i>	39
PART VI: CONVERSIONS	41
<i>Prerequisites to Consideration of Conversions</i>	43
<i>Proposal Description and Environmental Screening Form</i>	47
PART VII: DEFINITIONS	64
PART VII: DEFINITIONS	65
<i>Index:</i>	70

PART I: LAND AND WATER CONSERVATION FUND PROGRAM (LWCF) DESCRIPTION

Purpose and Funding

The purposes of the LWCF program are “to assist in preserving, developing and assuring accessibility to all citizens of the United States of America of present and future generations . . . such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable. . . by (1) providing funds for and authorizing federal assistance to the states in planning, ACQUISITION, and DEVELOPMENT of needed land and water areas and FACILITIES, and (2) providing funds for the federal ACQUISITION and DEVELOPMENT of certain lands and other areas. ” (Section 1(b) of the Land & Water Conservation Fund Act of 1965, as amended, 78 Stat. 897)

The LWCF program, administered nationally by the National Park Service, provides funds to federal agencies, the 50 states and 6 territories. Funds for the program come from federal recreation fees, sales of federal surplus real property, federal motorboat fuels tax, and Outer Continental Shelf mineral receipts. The money allocated to the states may be used for statewide planning, acquiring, and developing outdoor recreation areas and FACILITIES.

Under the provisions of the California Outdoor Recreation Resources Plan Act of 1967, (Public Resources Code §5099 et seq.), the expenditure of funds allocated to California is administered by the Director of the DEPARTMENT.

The meanings of capitalized words and phrases used in this guide can be found in the Definitions Section on page 75.

Grant Administration Overview

Process for GRANTEES

Congratulations on your GRANT award! Use this guide for the administration of your LWCF GRANT. This guide explains the requirements and provides forms for the administration of your GRANT.

We hope you will find this guide user-friendly. The meanings of words and terms shown in SMALL CAPS are in the Definitions Section starting on page 65.

Please call, write, or email OGALS with any questions or comments. Contact information for OGALS is given inside the front cover of this guide, and a list of PROJECT OFFICERS is available at www.parks.ca.gov/grants.

Steps 1 through 8 below summarize the process and rules for GRANTEES.

Start of Grant Performance Period:

1. Your CONTRACT PERFORMANCE PERIOD will be shown on your CONTRACT. The CONTRACT PERFORMANCE PERIOD begins when the CONTRACT is approved by NPS and ends on the date specified in the CONTRACT. The CONTRACT PERFORMANCE PERIOD encompasses the period of time during which ELIGIBLE COSTS, except pre-award costs, may be incurred. All of the work described in the GRANT SCOPE must be completed by the applicant and approved and paid by OGALS within this period. ELIGIBLE COSTS incurred after the start of the CONTRACT PERFORMANCE PERIOD can be reimbursed once a CONTRACT is fully executed.

Contracts:

2. APPLICANTS become GRANTEES when their CONTRACT is signed by their AUTHORIZED REPRESENTATIVE and the DEPARTMENT. At this point the funds are encumbered; that is, they are a binding obligation upon the state. The process for completing the CONTRACT is as follows:
 - a. **OGALS** sends a CONTRACT to the GRANTEE'S AUTHORIZED REPRESENTATIVE for signature (see page 9)
 - b. The GRANTEE returns the signed CONTRACT to the DEPARTMENT.
 - c. **OGALS** returns a fully executed CONTRACT to the GRANTEE. The CONTRACT must be fully executed within the time frame established by the associated federal appropriation and state budget.
 - d. Funds are only committed to a PROJECT after an agreement has been completed between NPS and the DEPARTMENT and a grant CONTRACT has been executed between the DEPARTMENT and the GRANTEE.

Payments:

3. GRANTEES may request payments after CONTRACTS are encumbered. Except PRE-AWARD COSTS, GRANT funds may only be expended on ELIGIBLE COSTS incurred during the CONTRACT PERFORMANCE PERIOD.

Contract Requirements:

Reimbursement and final payments will only be processed if all CONTRACT requirements have been met. For further information regarding how and when each of these requirements must be met, refer to the pages indicated.

- Section 106 Compliance (see page 17)
 - Land Tenure Verification (see page 17)
 - UASFLA Appraisal (see page 18)
 - Status Reports (see page 18)
 - Memorandum of Unrecorded Grant Agreement (see page 19)
 - LWCF SECTION 6(F)(3) Compliance/Conversions (see page 18)
 - LWCF Sign (see page 37)
4. GRANTEES request final payment after PROJECT completion by sending a GRANT COMPLETION PACKET to OGALS. OGALS conducts a final site inspection for DEVELOPMENT PROJECTS before final payment is approved.

End of Contract Performance Period

5. GRANT funds liquidate at the end of the CONTRACT PERFORMANCE PERIOD. Send GRANT COMPLETION PACKETS to OGALS no later than three months before the end of the CONTRACT PERFORMANCE PERIOD.
- OGALS recommends that GRANTEES send GRANT COMPLETION PACKETS to OGALS at least six months prior to the end of the CONTRACT PERFORMANCE PERIOD. Six months provides adequate time for OGALS to review GRANT COMPLETION PACKETS, request and receive revisions to GRANT COMPLETION PACKETS if necessary, conduct final site inspections, and process final payments through the State Controller's Office.
 - OGALS cannot guarantee that the State Controller's Office can process final payments by the end of the CONTRACT PERFORMANCE PERIOD, if GRANT COMPLETION PACKETS are received less than three months before the end of the CONTRACT PERFORMANCE PERIOD.
 - If the State Controller's Office is unable to process payments before the end of the CONTRACT PERFORMANCE PERIOD, unpaid balances of GRANT funds will revert to the LWCF Reapportionment Account.

Accounting and Audit

6. The GRANTEE is required to keep source documents for all expenditures related to each GRANT for at least three years following GRANT SCOPE completion and at least one year following an audit. A GRANT SCOPE is considered complete upon receipt of final GRANT payment from the State.

Post-Completion

7. Agency submits self-certification form every five years ensuring park remains open for public outdoor recreation in perpetuity.
8. Property acquired or developed with LWCF assistance shall be operated and

maintained as follows:

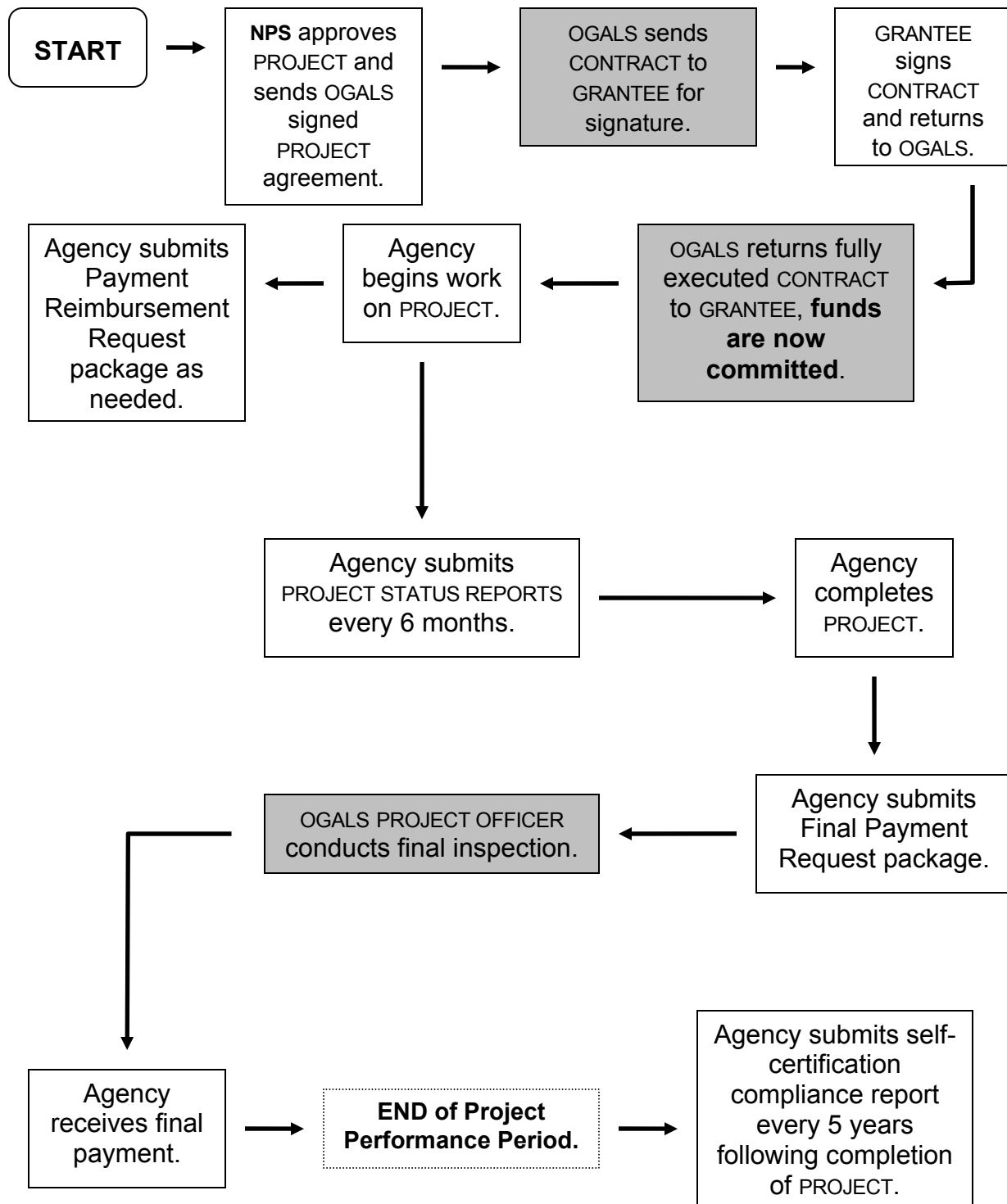
- The property shall be maintained so as to appear attractive and inviting to the public.
- Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
- Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.
- Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
- The facility shall be kept open for public use at reasonable hours and times of the year according to the type of area or facility.
- A posted LWCF acknowledgement sign shall remain displayed at the PROJECT site.

Grant Payments

1. After the CONTRACT is fully executed, the GRANTEE may request reimbursement payments (see page 27) for the PROJECT.
2. DPR will send a PROGRESS STATUS REPORT form (see page 26) to the GRANTEE beginning approximately six months after approval of the CONTRACT, and continuing every six months until a GRANT COMPLETION PACKET is received. The GRANTEE must complete, sign and return these PROGRESS STATUS REPORTS within 30 days of receiving them. Payment requests for GRANT funds will not be processed if there are overdue PROGRESS STATUS REPORTS.
3. The GRANTEE completes the GRANT SCOPE and submits the GRANT COMPLETION PACKET (see page 30) to the PROJECT OFFICER.
4. OGALS verifies the GRANT SCOPE was completed by conducting a final on-site PROJECT inspection for PROJECTS which involve DEVELOPMENT. For ACQUISITION PROJECTS, the GRANTEE must submit a copy of the supporting documents showing the ACQUISITION was completed (see page 27).
5. The DEPARTMENT processes the final payment request.

Note: Authority cited: Section 5099. 10 Public Resources Code. Reference: Sections 5099-5099.12, Public Resources Code.

Administrative Process Flowchart



■ = Shaded boxes refer to the OGALS portion of the LWCF process.

PART II: LWCF CONTRACT

The following list is provided to highlight particular CONTRACT provisions and is not intended as a substitute for the CONTRACT itself:

Legal Requirements

The GRANTEE shall comply with all applicable current state and federal laws and regulations, including, but not limited to, legal requirements for construction CONTRACTS, building codes, health and safety codes, relocation and real property ACQUISITION, and laws and codes pertaining to individuals with disabilities.

Public Access

The GRANTEE shall provide for public access to the PROJECT lands, facilities, and Programs in accordance with the intent and provisions of the Land and Water Conservation Fund Program.

Site Inspection

The GRANTEE shall permit site inspections by the DEPARTMENT, including a final inspection of the PROJECT facilities or other deliverables developed using Federal funds, to determine if the work performed is in accordance with the approved GRANT SCOPE. The GRANTEE shall make any program or plans developed or administered with Federal funds available for observation. PROJECTS which involve only ACQUISITION will normally not receive a final site inspection.

Contract Withdrawals

The GRANTEE may unilaterally rescind the CONTRACT at any time prior to the commencement of a PROJECT. After PROJECT commencement, the CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE, DEPARTMENT, and NPS.

Loss of Funding

The following actions may result in a GRANTEE'S loss of funding:

- A GRANTEE fails to obtain a CONTRACT.
- A GRANTEE withdraws from the CONTRACT.
- A GRANTEE fails to complete the PROJECT(s) described in the GRANT SCOPE, and/or fails to submit an approved GRANT COMPLETION PACKET within the CONTRACT PERFORMANCE PERIOD.
- A GRANTEE is not in compliance with SECTION 6(F)(3) of the LWCF Act or has outstanding LWCF conversions (See page 18).

Funds Reverting

Any GRANT funds that are not encumbered and expended on ELIGIBLE COSTS within the time frame specified in the CONTRACT shall revert to the source fund.

State of California - The Resources Agency
Department of Parks and Recreation

Sample Grant Contract
Land and Water Conservation Fund

GRANTEE _____

PROJECT TITLE _____ PROJECT NUMBER _____

PROJECT PERFORMANCE PERIOD is from _____

Under the terms and conditions of this agreement, the Applicant agrees to complete the Project as described in the Project description, and the State of California, acting through its Liaison Officer pursuant to the program named above, agrees to fund the Project up to the total grant amount indicated.

PROJECT DESCRIPTION:

Total State Grant not to exceed _____ (or 50% of the total Project, whichever is less. The federally approved surcharge will be deducted at the time of billing.)

Rate of Reimbursement _____ %

Grantee

**The General Provisions attached are made a part
of and incorporated into the Contract.**

By _____
Typed or printed name of Authorized Representative_____
Signature of Authorized Representative

Title _____

By _____

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE		CONTRACT NUMBER		PROJECT NO.		FUND	
ADJ. INCREASING ENCUMBRANCE		APPROPRIATION				Land and Water Conservation Fund	
ADJ. DECREASING ENCUMBRANCE		CALSTARS VENDOR NO.					
UNENCUMBERED BALANCE		LINE ITEM ALLOTMENT		CHAPTER		STATUTE	
						FISCAL YEAR	
T. B. A. NO.	B. R. NO.	INDEX	OBJ. EXPEND	PCA		PROJECT/WORK PHASE	
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Land and Water Conservation Fund
Grant Contract Provisions

Part I - Definitions

- A. The term “NPS” or “Service” as used herein means the National Park Service, United States Department of the Interior.
- B. The term “Director” as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term “Manual” as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term “project” as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term “State” as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms “State,” “grantee,” and “recipient” are deemed synonymous.
- F. The term “Secretary” as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements. Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Part II

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.
- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

- OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;
- 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior;
- A-87, Cost Principles for State, Local, and Indian Tribal Governments; and
- A-133, Audits of States, Local Governments, and Non-Profit Organizations.

Part II

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance"

Part II

includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with “Minority Business Enterprises” and “Women’s Business Enterprises” pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder’s mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.
13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together

Part II

with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

Part II

(4) *The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*
(c) *Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);*

(d) *Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:*

(1) *Abide by the terms of the statement; and*

(2) *Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) *Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;*

(f) *Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;*

(1) *Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*

(2) *Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) *Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).*

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Contract Requirements

Section 106 Compliance

All GRANTEES are required to comply with 36 CFR800, Executive Order 11593 and Section 106 of the National Historic Preservation Act of 1966, as amended. The process identified below is outlined in the Memorandum of Understanding submitted as part of the original application. Any costs associated with completing Section 106 are eligible for reimbursement. The following instructions will assist you in this process:

Contact the California Historical Resources Information System at www.chrisinfo.org to find your regional Information Center (IC). Request a record search and recommendations for the next step in the compliance process. Briefly describe the project and include a copy (1" to 1' scale) of the appropriate USGS 7.5" quadrangle with the Area of Potential Environmental Impact outlined. The IC response letter will advise one of the following based on their records search:

- A. No further work is necessary. Submit the records search to the Office of Grants and Local Services (OGALS.)
- B. Recommend a comprehensive historical resource survey of the PROJECT'S Area of Potential Environmental Impact. Either:
 - Complete a survey by a professional who meets the applicable Secretary of the Interior's standards. (The IC will have a copy of these standards and a referral list based upon these standards.) Submit the record search and the survey report to OGALS.
 - Explain to the IC why you think a survey is not needed. If they agree, submit their concurrence in writing with the record search. If not, submit the record search and explanation of your position to OGALS for review and disposition. In no case should you initiate work on your PROJECT until we have formally agreed that a survey is not necessary.
- C. Historical resources are located within the Area of Potential Environmental Impact and should be evaluated for eligibility for inclusion in the National Register of Historic Places. Forward the record search to OGALS for a determination of the need for further work.

Land Tenure Verification

For DEVELOPMENT PROJECTS only: if not already included in the application package, provide a copy of the PROJECT property deed, title, lease, easement or other appropriate documents to satisfy site control and land tenure.

UASFLA Appraisal

For ACQUISITION PROJECTS only: provide an appraisal that has been prepared conforming to Uniform Appraisal Standards.

A. Appraisal Request/Engagement Letter

This letter informs an appraiser the agency wants to acquire a subject property and provides the appraiser with instructions for the appraisal. The letter identifies the property by County Assessor's Parcel Number, including acreage, and identifies the estate to be appraised (fee simple, conservation easement, etc.), value and date of the appraisal (current market value). It states the appraisal must comply with 49 CFR 24, USPAP (Uniform Standards of Professional Appraisal Practice) and UASFLA (Uniform Appraisal Standards for Federal Land Acquisitions). These standards are found at <http://www.usdoj.gov/enrd/land-ack>.

B. Appraisal Report

The appraisal report values the subject property in response to the engagement letter in A. above. The appraisal report is done by a qualified appraiser conforming to 49 CFR 24, USPAP and UASFLA. A qualified appraiser holds a State of California Certified General Real Estate Appraiser license and preferably, a recognized appraisal designation, i.e. MAI or ARA.

C. Technical Review of Appraisal Report

This is the technical review of the appraisal report in B above, also done by a qualified appraiser with the review report conforming to 49 CFR 24, USPAP and UASFLA. The review includes language indicating that the appraisal and appraised value has been reviewed and is approved.

Section 6(F)(3) Compliance/Conversions

Any agency not in compliance with SECTION 6(F)(3) of the LWCF Act (see page 68) or with outstanding conversions is not eligible for new LWCF grants, and may find existing grants suspended, terminated, or have a hold placed on reimbursement payments. Entities will regain eligibility with the successful resolution of their compliance issue(s).

This requirement applies to all sites that have received LWCF assistance, whether for ACQUISITION of parkland, development or rehabilitation of facilities. Conversions are not always obvious; expanding a community center, installing a cell phone tower, widening a road, or constructing a café are all examples of potential conversions.

Status Reports

DPR will send a PROGRESS STATUS REPORT form (see page 26) to the GRANTEE beginning approximately six months after approval of the CONTRACT, and continuing every six months until the GRANTEE submits a GRANT COMPLETION PACKET. The GRANTEE must complete, sign and return these PROGRESS STATUS REPORTS within 30 days of receiving them. Payment requests for GRANT funds will not be processed if there are overdue PROGRESS STATUS REPORTS.

Memorandum of Unrecorded Grant Agreement

The LWCF CONTRACT includes the following provision, “The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the PROJECT agreement, and the signed and dated PROJECT boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.”

The MOUGA records a notice on the title of the PROJECT property stating that the property use has restrictions due to the LWCF CONTRACT.

The following process is used to meet the MOUGA requirement:

1. OGALS sends an unsigned Memorandum to the GRANTEE when it is required based on the following:
 - For ACQUISITION PROJECTS, the Memorandum is required after the property is acquired by the GRANTEE.
 - For DEVELOPMENT PROJECTS, the MOUGA is required before any payment is approved for construction costs.
2. GRANTEE'S AUTHORIZED REPRESENTATIVE or designee signs and dates the MOUGA. GRANTEE attaches a “legal description of land where the PROJECT is located” (attachment A) to the MOUGA. The legal description can be obtained through a title report. GRANTEE notarizes the signed MOUGA and the legal description.
3. GRANTEE sends the notarized and signed MOUGA and the legal description to OGALS.
4. OGALS signs and notarizes the MOUGA, and returns the signed and notarized Memorandum to the GRANTEE for recordation.
5. GRANTEE records the signed and notarized MOUGA and the attached legal description, with the County Clerk's Office.
6. GRANTEE provides OGALS a copy of the recorded and notarized MOUGA and the attached legal description. The copy must be stamped by the County Clerk, or the GRANTEE must provide other evidence that it was filed with the County Clerk.

PART III: PROJECT COSTS

Eligible Costs Chart

Only costs incurred after the date of federal approval will be considered eligible for reimbursement with LWCF funds or as MATCH.

Applicants may not take title to lands being used as MATCH until after federal approval and are subject to evaluation through the appraisal process.

*Rule regarding ELIGIBLE COSTS: The GRANTEE may only claim those costs directly related to the GRANT. **INDIRECT COSTS or charges made as a percentage of costs are not eligible expenses.***

COSTS	EXPLANATION
NON-CONSTRUCTION COSTS	<ul style="list-style-type: none"> Costs including PROJECT planning (excluding grant writing costs), up to 25% of the GRANT amount. Section 106
Personnel or Employee Services	<ul style="list-style-type: none"> Must be computed according to the GRANTEE'S normal wage or salary scales, and on the actual time spent on PROJECT. Must not exceed GRANTEE'S established rates for similar positions. Time and attendance records must describe work performed, be identified to the PROJECT, and be signed by the employee and his supervisor. Fringe benefit costs (i.e. vacations, holidays, sick leave, insurance, retirement plans, and social security contributions) that are regularly provided to employees by the participant shall be computed in proportion to the time spent on a PROJECT. Overtime in excess of normal work periods may be charged when the participant has an established overtime policy, and the basic work period was devoted to the same PROJECT. The cost of a supervisor may be included when all or a measurable percentage of time is spent on a PROJECT. When one department or agency performs work for another organization in the same State or public agency, the costs may be shared by the fund.
Consultant Services	<ul style="list-style-type: none"> Consultants must be paid by the customary method and rate of the participant, whether by per diem, salary, fee for services, or other method. Consultants may be reimbursed for travel and other expenses. Consultant fees may not be paid to employees unless specifically agreed to by the DEPARTMENT and NPS.
Equipment	<ul style="list-style-type: none"> The GRANTEE may only charge the cost of the actual use of the equipment during the time it is being used for PROJECT purposes. The GRANTEE may use the California Department of Transportation's equipment rates as a guide. If equipment is purchased rather than rented, the PROJECT shall be credited with the residual value (market value) to the equipment at PROJECT completion. The equipment use charges must be made in The GRANTEE may only charge the cost of the actual use of the equipment during the time it is being used for PROJECT purposes.

COSTS	EXPLANATION
Equipment	<ul style="list-style-type: none"> • The GRANTEE may use the California Department of Transportation's equipment rental accordance with the GRANTEE'S normal accounting practices. • Equipment use reports or other source documents must describe the work performed, be identified to the PROJECT, and be signed by the operator and supervisor (in case of use reports). • Maintenance and repair costs necessary for upkeep of equipment during PROJECT use are allowable, as long as they are not covered by user fees or similar fee arrangements.
Supplies and Materials	<ul style="list-style-type: none"> • May be purchased for specific PROJECT, or may be drawn from central stock if claimed costs are no higher than those the GRANTEE would pay. • The GRANTEE may only claim those costs directly related to the PROJECT. • Supplies and materials purchased with the intent of constructing a piece of equipment, a structure, or elements of a structure may be charged either as supplies and materials or capitalized, according to the participant's normal policy.
Travel	<ul style="list-style-type: none"> • Travel necessary to the execution of a PROJECT, carried out within the policies and procedures of the participant • Travel record must be maintained.
Information/ Communication Costs	<ul style="list-style-type: none"> • Information activities related to a PROJECT, including information and direction signs at the entrances of recreation areas, and at other necessary sites throughout the area. • Communications costs such as telephone services, telegrams, postage, that are identified with and closely related to the execution of the PROJECT.
Construction	<ul style="list-style-type: none"> • Allowable construction activities, from site preparation (including demolition, excavation, grading, and the like) to completion of a structure. • Construction may be accomplished either through a CONTRACT with a private firm or by use of the participant's own personnel and equipment (FORCE ACCOUNT LABOR.)
ACQUISITION Costs	<ul style="list-style-type: none"> • Capital expenditures for ACQUISITION of real property, easements, and other rights and interest in real property when the cost is incurred within the approved PROJECT period. Title reports, appraisals, and escrow fees are not eligible costs. • For the expenditures to be allowed, Tenure of such interest shall be for perpetuity, in order for the expenditures to be Matched.
Other Expenditures Information/ Communication Costs	<ul style="list-style-type: none"> • Premiums on hazard and liability insurance to cover personnel and property directly connected with the PROJECT. • Lease or rental charges on equipment or space for the PROJECT are allowable when the GRANTEE determines that such an arrangement is the most efficient and economical. • Transportation costs for moving equipment or personnel to the site of a PROJECT are allowable if not otherwise covered. Information activities related to a PROJECT, including information and direction signs at the entrances of recreation areas, and at other necessary sites throughout the area. • Communications costs such as telephone services, telegrams, postage, that are identified with and closely related to the execution of the PROJECT.
Relocation Costs	<ul style="list-style-type: none"> • Costs resulting from displacement of a person/business. • The GRANTEE shall comply with state Relocation Act and federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. • Relocation must be listed as a separate item in the PROJECT scope and the GRANT CONTRACT.

COSTS	EXPLANATION
Relocation Costs	<ul style="list-style-type: none"> • Relocation costs must be incurred within the PROJECT period.
Other Expenditures	<ul style="list-style-type: none"> • Premiums on hazard and liability insurance to cover personnel and property directly connected with the PROJECT. • Lease or rental charges on equipment or space for the PROJECT are allowable when the GRANTEE determines that such an arrangement is the most efficient and economical. • Transportation costs for moving equipment or personnel to the site of a PROJECT are allowable if not otherwise covered.

Ineligible Costs Chart

INELIGIBLE COSTS	EXPLANATION
Cannot be charged to the GRANT	<ul style="list-style-type: none"> • Costs incurred outside the grant performance period, i.e., costs incurred before or after the CONTRACT PERFORMANCE PERIOD. • Costs incurred outside park/PROJECT site boundaries, i.e., streets, traffic lights, or other infrastructure not located within the park/ PROJECT site. • Costs incurred outside PROJECT scope as defined in the CONTRACT • INDIRECT COSTS, i.e., overhead business expenses of the GRANTEE'S fixed or ordinary operating costs including rent, mortgage payments, property taxes, utilities • Materials including brochures, audio programs, videos, films • Costs for developing or staffing programs • Title reports, appraisals, and escrow fees • Food • Fundraising • Grant Writing • Ceremonial or entertainment expenses. • Expenses for publicity. • Bonus payments of any kind. • Charges for contingency reserves or other similar reserves. • Charges in excess of the lowest responsive bid, when competitive bidding is required by the NPS or the sponsor, unless the NPS agrees in advance to the higher cost. • Charges for deficits or overdrafts. • Taxes for which the organization involved would not have been liable to pay. • Interest expenses, except those awarded by the court as part of just compensation for ACQUISITION in eminent domain situations. • Charges incurred contrary to the policies and practices of the organization involved. • Consequential damage judgments arising out of ACQUISITION , construction, or equipping of a facility, whether determined by judicial decision, arbitration, or otherwise. Consequential damages are damages, to adjoining property owned by other persons, which are caused by noise, lights, vibration etc. • Incidental costs relating to ACQUISITION of real property and of interests in real property, unless allowable under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646. • Operation and maintenance costs of outdoor recreation areas and FACILITIES. • The value of, or expenditures for, lands acquired from the United States at less than fair market value. • Cost of discounts not taken. • Equipment to be used for the maintenance of outdoor recreation areas and FACILITIES, including, but not limited to, automotive equipment, tractors, mowers, other machinery, and tools.

INELIGIBLE COSTS	EXPLANATION
Cannot be charged to the GRANT	<ul style="list-style-type: none"> • Employee FACILITIES, including residences, appliances, office equipment, furniture, and utensils. • Donations or contributions made by the sponsor, such as to a charitable organization. • Salaries and expenses of the Office of the Governor, or of the chief executive of a political subdivision, or of the State legislature, or of other similar local governmental bodies. • Fines and penalties. • Any excess of cost over the federal contribution under one grant agreement is unallowable under other grant agreements. • Any losses arising from uncollectible accounts and other claims, and related costs. • Legal and professional fees paid in connection with raising funds. • Payments for lobbying in connection with the awarding, extension, continuation, renewal, amendment, or modification of an individual LWCF grant or the program.

PART IV: GRANT PAYMENTS

Grant Fund Availability Overview

- The GRANTEE must have a fully executed CONTRACT with the DEPARTMENT.
- Grant funds are available for expenditure during the CONTRACT PERFORMANCE PERIOD specified in the CONTRACT. Except PRE-AWARD COSTS, only expenses incurred within the CONTRACT PERFORMANCE PERIOD are eligible for reimbursement.
- Commencing approximately six months after CONTRACT approval, and continuing every six months during the course of the GRANT until a GRANT COMPLETION PACKET is received, DPR will send the GRANTEE a PROGRESS STATUS REPORT (See page 26). The GRANTEE must complete, sign and return these PROGRESS STATUS REPORTS within 30 days of receiving them. Payment requests for GRANT funds will not be processed if there are overdue PROGRESS STATUS REPORTS.
- The GRANTEE must complete all funded GRANT SCOPES within the CONTRACT PERFORMANCE PERIOD. Completion includes submittal of the GRANT COMPLETION PACKET to the DEPARTMENT three months before the end of the CONTRACT PERFORMANCE PERIOD.

The final payment must be processed by the DEPARTMENT to the GRANTEE before the end of the CONTRACT PERFORMANCE PERIOD. The GRANTEE should complete the GRANT SCOPE and submit the GRANT COMPLETION PACKET three months prior to the end of the CONTRACT PERFORMANCE PERIOD. This will provide adequate time for the DEPARTMENT to review the GRANT COMPLETION PACKET, receive revisions to the GRANT COMPLETION PACKET if necessary, conduct the final site inspection (for grants involving DEVELOPMENT) or perform other verification that the GRANT SCOPE was completed, and process the final payment through NPS and the State Controller's Office.

State of California • The Resources Agency Arnold Schwarzenegger, *Governor*
DEPARTMENT OF PARKS AND RECREATION • P. O. Box 942896 • Sacramento, CA 94296-0001
FAX: (916) 653-6511

Ruth Coleman, *Director*

ATTENTION:

Grant Progress Status Report

Grantee:
Project Number:
Project name:

Briefly describe completed work funded by the grant: (Continue on another sheet if needed.)

Pre-Construction/Pre-Acquisition (Planning, CEQA, etc):

1) _____

Acquisition and/or Construction (provide photos):

2) _____

Potential Obstacles Affecting Completion

3) _____

4) Total funds spent to date using this Grant \$ _____

5) Percentage of Project complete: _____

6) Estimated date of Project completion: _____

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

Authorized Representative*

Title

Date

(*Certification to above information requires a signature by a person authorized in the resolution)

Reimbursement Payments

Payment is made on a reimbursement basis. Up to 90% of the grant may be reimbursed for eligible expenditures prior to PROJECT completion. Payments may be submitted at any time for a completed phase of construction, but not more frequently than monthly.

For progress reimbursement requests, the payment will reflect a percentage rate, based on the CONTRACT amount vs. the TOTAL PROJECT COST. The RATE OF REIMBURSEMENT is located on the GRANT CONTRACT. For example, if the LWCF CONTRACT amount is \$100,000, and the TOTAL PROJECT COST is \$1,000,000, the percentage rate of each progress reimbursement will be 10% of the eligible expenditures identified in the Grant Expenditure Form, less any applicable surcharge. If the GRANTEE submits one payment request at the time of PROJECT completion, the reimbursement will be the amount of the GRANT CONTRACT less any applicable surcharge.

Make a payment request by preparing and submitting one copy of the Payment Request Form DPR 423 (See page 28). Use this form for both ACQUISITION and DEVELOPMENT PROJECTS. In addition, submit the appropriate support documents with the payment request.

For ACQUISITION PROJECTS, any relocation payments must be supported by appropriate forms as required under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970.

Supporting Documents

In addition to submitting one copy of the Payment Request Form DPR 423, the following supporting documents required.

Reimbursement Payments	<ul style="list-style-type: none"> Summary of costs identifying the PROJECT expenditures to date. Use the Grant Expenditure Form (see page 30).
Final Payment DEVELOPMENT PROJECTS	<ul style="list-style-type: none"> GRANT COMPLETION PACKET. Identify the actual expenditures for the park and recreation FACILITIES that were constructed (See page 30).
Final Payment ACQUISITION PROJECTS	<ul style="list-style-type: none"> GRANT COMPLETION PACKET, including copy of the recorded deed with parcel numbers and acreage, copy of the title policy. If applicable, relocation exhibits as needed under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970.

- The DEPARTMENT will reimburse the final 10% of the GRANT amount after completion of the GRANT SCOPE and final site visit. Upon completion of the GRANT SCOPE, the GRANTEE submits the GRANT COMPLETION PACKET.
 - The GRANTEE will certify under penalty of perjury that the GRANT SCOPE has been completed by submitting the GRANT COMPLETION PACKET.
- The DEPARTMENT will schedule a final site inspection after receiving the GRANT COMPLETION PACKET.
- The DEPARTMENT will process the final payment request after recording the site inspection. Please allow approximately six weeks for the payment to be received by the GRANTEE. All payments must be processed by the end of the CONTRACT PERFORMANCE PERIOD as specified in the CONTRACT.
- Final paperwork must be submitted by April 1 of the year the CONTRACT expires to ensure final payment can be submitted to NPS prior to the expiration of the CONTRACT.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Payment Request
– Land and Water Conservation Fund –

See Instructions on reverse.

1. PROJECT NUMBER	2. CONTRACT NUMBER	3. EMPLOYEE IDENTIFICATION NO.
4. GRANTEE		
5. PROJECT TITLE		6. TYPE OF PAYMENT <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final
7. PAYMENT INFORMATION (round to nearest dollar) <div style="display: flex; justify-content: space-between;"> <div> Expenditures since last billing: \$ _____ Rate of Reimbursement: _____ % </div> <div> Date range of expenditures since last billing: _____ </div> </div>		
8. SEND WARRANT TO: Grantee Name: _____ Street Address: _____ City/State/Zip Code: _____ Attention: _____		
<p style="text-align: center;"><u>CERTIFICATION</u></p> <p>I certify that the billing is correct and just and is based upon actual payment(s) of record by the participant or political subdivisions; that payment from the Federal Government has not been received; that the work and services are in accordance with the State of California Land and Water Conservation Fund grant Contract including amendments thereto; and, that the progress of the work and services under the grant Contract is satisfactory and is consistent with the amount paid. I further certify that the participant, political subdivision or public agency is not involved in any court litigation or law suits wherein it is alleged by private parties of the United States that persons were, on the grounds of race, color, or national origin, excluded from participation in, denied benefits of, or otherwise subject to discrimination in the outdoor recreation program or Facilities of the political subdivision or public agency.</p>		
9. SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION 	TITLE	DATE
FOR DEPARTMENT OF PARKS AND RECREATION USE ONLY		
ITEM	THIS BILLING	CUMULATIVE
1. Total Eligible		
2. Surcharge _____ %		
3. Total		
4. Less Federal Share		
5. Less Surcharge		
6. Total Due Participant		
DPR PAYMENT APPROVAL SIGNATURE 		DATE

DPR 423 (Rev. 8/2007)(Front)(Word 8/20/2007)

Payment Request Instructions

1. **Project Number** – The number assigned by the state to this PROJECT
2. **Contract Number** – As shown in Certification of Funding section of the GRANT CONTRACT
3. **Employee Identification No.** – Federal Identification Number assigned by Internal Revenue Service
4. **Grantee** – GRANTEE name as shown on the GRANT CONTRACT
5. **Project Title** – Title of PROJECT for which payment is requested
6. **Type of Payment** – Check the appropriate box:
 - ***Reimbursement*** – The GRANTEE has periodically spent funds to implement the PROJECT, and is requesting reimbursement. Up to 90% of the GRANT amount may be reimbursed prior to PROJECT completion; or
 - ***Final*** – The GRANTEE has completed the PROJECT, and is requesting the final payment.
7. **Payment Information:**
 - ***Expenditures since last billing*** – Enter PROJECT funds expended to date, rounded off to the nearest whole dollar.
 - ***Date Range of Expenditures since last billing*** – Enter first and last dates that costs were incurred for this reimbursement request.
 - ***Rate of Reimbursement*** – Enter the rate of reimbursement located on the GRANT CONTRACT.
8. **Send Warrant To** – GRANTEE name, address and contact person
9. **Signature of person authorized in resolution.**

Grant Completion Packet

The GRANTEE must submit the following forms after the GRANT SCOPE is complete and the final payment is requested. Any questions should be directed to the PROJECT OFFICER. The GRANTEE may elect to use another format, provided that ***all*** requested information in the forms is presented in a clear and concise manner.

1. Payment Request Form (See page 28).
2. Project Certification Form (See page 31).
3. Grant Expenditure Form (See page 32).
4. Force Labor Costs Summary Form (if applicable. See page 33).
5. Equipment Cost Summary Form (if applicable. See page 34).
7. A copy of a site plan that clearly indicates the FACILITIES actually constructed with grant funds and the location of the LWCF sign.

The GRANTEE is required to keep source documents for all expenditures related to each GRANT for at least three years following GRANT SCOPE completion and at least one year following an audit. A GRANT SCOPE is considered complete upon receipt of final GRANT payment from the State.

Project Certification Form

Grantee: _____ **Project Number:** _____

Grantee contact for audit purposes

Name: _____

Address: _____

Phone: (____) _____ **Email:** _____

Project description – list facilities developed and/or property acquired (use additional pages, as required):

List other funds used on Project (sources and amounts) (use additional pages, as required):

Interest earned on advance Grant funds: \$ _____

Has a notice of completion been filed? Yes _____ **No** _____

If no, please explain:

Certification:

I hereby certify that all Grant funds were expended on the above named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code § 118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code § 72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both. I represent and warrant that I have full authority to execute this Project Certification of Project completion on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project completion for the above-mentioned Grant is true and correct.

Grantee's Authorized Representative
(Printed or Typed name)

Title

Grantee's Authorized Representative (Signature)

Date

Grant Expenditure Form**Project Number** _____

Warrant/Check Number	Date	Recipient	Grant Scope Item	Amount
---------------------------------	-------------	------------------	-------------------------	---------------

Total Force Labor Costs (from attached form)	\$ _____
---	----------

Total Equipment Costs (from attached form)	\$ _____
---	----------

Subtotal	\$ _____
-----------------	----------

Grand Total	\$ _____
--------------------	----------

Note: Grant Scope items listed should be consistent with the Grant Scope, site plan, and cost estimate form, and be clearly encompassed by the CEQA document.

Force Labor Costs Summary Form**Project Number** _____

Work Authorization #	Unit Performing Work	Dates/ Pay Period	Grant Scope Item	Amount
---------------------------------	---------------------------------	--------------------------	-----------------------------	---------------

Subtotal \$ _____**(Carry Total forward to Grant Expenditure Form)** **Grand Total \$** _____

Equipment Costs Summary Form

Project Number _____

Type of Equipment	Dates Work Performed	Amount
--------------------------	-----------------------------	---------------

Subtotal \$ _____

(Carry Total forward to Grant Expenditure Form) **Grand Total \$** _____

Part IV
Recording requested by, and
When recorded, return to:

State of California
Department of Parks and Recreation
Grants and Local Services Division
P.O. Box 942896
Sacramento, CA 94296-0001

County: _____
(BASED ON PROJECT LOCATION)

APN: _____
(PROJECT'S ASSESSOR PARCEL NUMBER)

Space above this line for Recorder's use

Memorandum of Unrecorded Grant Agreement

This Memorandum of Unrecorded Grant Agreement (Memorandum), dated as of _____
(DATE SIGNED BY GRANTEE), is recorded to provide notice of an agreement between the State of
California, acting by and through the Department of Parks and Recreation (DPR), and the
_____ (GRANTEE).

RECITALS

- A. On or about _____ (DATE CONTRACT EXECUTED), DPR and Grantee entered into a
certain Grant Agreement No. _____ (DPR CONTRACT #) , pursuant to which DPR
granted to Grantee certain funds for _____ (DPR PROJECT #), for the acquisition and/or
improvement of certain real property more particularly described in attached "Exhibit A" and
incorporated by reference (the "Real Property").
- B. Under the terms of the Grant Agreement, DPR reserved certain rights with respect to the Real
Property acquired or improved with the grant funds.
- C. Grantee desires to execute this Memorandum to provide constructive notice to all third parties of
certain rights reserved by DPR under the Grant Agreement.

NOTICE

1. The Real Property (including any portion of it or any interest in it) may not be sold or transferred
without the written approval of the State of California, acting by and through the Department of
Parks and Recreation (DPR), or its successor, provided that such approval shall not be
unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

For additional terms and conditions of the Grant, reference should be made to the Grant Agreement
which is on file with the DPR located at: Office of Grants and Local Services, 1416 Ninth Street, Room
918, Sacramento, CA 95814.

Department of Parks and Recreation:

GRANTEE:

By: _____
Signature Date

By: _____
Signature Date

Printed Name and Title

Printed Name and Title
Authorized Representative

Memorandum of Unrecorded Grant Agreement Instructions

Complete all necessary information on the form:

1. County: Corresponds to PROJECT location
2. APN : Assessor's Parcel Number for PROJECT location
3. Date Signed by GRANTEE: Date GRANTEE'S AUTHORIZED REPRESENTATIVE signs MOUGA
4. "GRANTEE": Agency or Sub-agency name as noted in resolution
5. On or about: Use CONTRACT fully executed date
6. Grant Agreement No.: Use DPR CONTRACT number
7. PROJECT Number: Use DPR PROJECT number
8. GRANTEE Printed Name and Title: Signed by AUTHORIZED REPRESENTATIVE as noted in resolution

B. Attach Exhibit A:

The description for "Exhibit A" must be a legally acceptable identification of real estate using one of the following methods:

1. Government rectangular survey based on a series of grids established to locate and specify boundaries for land parcels
2. Metes and bounds, that is, a measured description of land based on its boundaries and referencing monuments, courses and distances.
3. Recorded plat, based on lots and blocks, drawn to scale, showing the divisions of a piece of land mapped out by a surveyor on a subdivision map, or plat.

C. Recordation:

The MOUGA must be recorded, that is signed and stamped, by the GRANTEE'S County Recorder. Check with the County Recorder to confirm their requirements.

- Some counties will not require OGALS' signature before the document can be recorded.
- If the County Recorder's office requires OGALS' signature, return the original MOUGA and "Exhibit A" to OGALS. After OGALS has signed and notarized the MOUGA, both documents will be returned to the GRANTEE for completion of the required recording process.

D. Return recorded documents to OGALS:

The original fully executed and recorded MOUGA and attachment must be mailed to OGALS by either the County Recorder or by the GRANTEE.

PART V: ADMINISTRATIVE PROCEDURES

Changes to Grant Scope

All proposals for changes to the GRANT SCOPE must be submitted in writing, signed by the AUTHORIZED REPRESENTATIVE, and include a revised cost estimate, a revised Application, a revised Project Description/Environmental Screening Form (See page 48), documentation that the PROJECT complies with CEQA, and evidence that the GRANT SCOPE is consistent with the law that established the GRANT.

Changes to the GRANT SCOPE must be eligible under the enabling legislation and approved by the DEPARTMENT prior to PROJECT continuation.

The DEPARTMENT requires a letter explaining the need for the change, and how the change will be consistent with the general intent of the Competitive APPLICATION. GRANT SCOPE change requests will only be considered where there are circumstances beyond the GRANTEE'S control which would otherwise result in the PROJECT not being completed as originally proposed. The revised GRANT SCOPE must meet the exact need cited in the original APPLICATION and shall be in compliance with the intent of the LWCF program. Depending on the extent and nature of the changes, additional CEQA, NEPA, Section 106 and/or NPS review may also be necessary.

Changes to Project Liquidation Date

GRANTEES are to complete the PROJECT and demonstrate the PROJECT to be FULLY USABLE within the CONTRACT PERFORMANCE PERIOD. In unique situations, a one-year extension may be requested when unforeseen circumstances arise and the PROJECT is unable to be completed within the CONTRACT PERFORMANCE PERIOD. All requests for a one-year extension must be submitted in writing, and be signed by the AUTHORIZED REPRESENTATIVE. The DEPARTMENT requires a letter explaining the need for an extension and a revised timeline showing how the PROJECT will be complete and FULLY USABLE if the one-year extension is granted. An extension must be approved by the DEPARTMENT and NPS.

Signage

NPS requires suitable permanent signage acknowledging LWCF assistance at all PROJECT sites. Such signage shall acknowledge the federal-state-local partnership role in creating high-quality outdoor recreation areas and FACILITIES. Access the sign requirements on the DEPARTMENT website at: www.parks.ca.gov/grants and follow the link to the LWCF Program. The GRANTEE shall permanently install the sign near the entrance to the PROJECT site prior to final inspection.

DEVELOPMENT PROJECTS in excess of \$500,000 require temporary signage during construction.

Surcharge

The state's cost of administering the LWCF program is paid by a surcharge. *Additional funds may be added to each GRANT amount request to pay for the surcharge.* The GRANT amount request will not be impacted. The surcharge rate will vary each fiscal year,

generally between 5%-7%; however, it may vary beyond that range. The surcharge rate is posted on the OGALS website annually at www.parks.ca.gov/grants; follow the link to the LWCF Program.

Project Costs

Fund assistance is provided for PROJECT costs incurred in performing the work approved in the grant CONTRACT. PROJECT costs are all necessary charges incurred by a PRANTEE in accomplishing the scope of a PROJECT during the CONTRACT PERFORMANCE PERIOD.

Expenditure Guidelines

The following summarizes the expenditure guidelines that shall be applied in determining PROJECT costs:

1. Expenditures must be incurred for work approved in the "GRANT SCOPE" of the CONTRACT, and listed in the cost estimate included with the PROJECT APPLICATION.
2. Expenditures must be incurred within the CONTRACT PERFORMANCE PERIOD.
3. GRANTEES must keep accurate accounting records of all LWCF PROJECT expenditures.

Program Income

Program income represents earnings by the GRANTEE realized from the grant-supported activities. Such earnings exclude interest income, and may include, but will not be limited to, income from service fees, sale of commodities, usage or gross rental fees, sale of assets purchased with GRANT funds, and royalties on patents and copyrights. Program income can be reported on a cash or accrued income basis.

All program income earned during the PROJECT period shall be retained by the GRANTEE, and shall be:

1. Added to funds committed to PROJECT, and used to further eligible program objectives, or
2. Deducted from the TOTAL PROJECT COSTS for the purpose of determining the net costs on which the federal share of costs will be based.

Accounting Requirements

Recipients of federal fund assistance are responsible for maintaining fiscal controls and fund accounting procedures that will show the following:

1. The disposition of the proceeds of fund assistance.
 2. The total costs of the PROJECT or undertaking in connection with which such fund assistance is given or used.
 3. The amount and nature of that portion of the PROJECT cost supplied by other sources.
 4. Any other records and controls that will facilitate an effective audit.
- The fiscal controls and accounting procedures used to record PROJECT costs and fund receipts should be based on generally accepted accounting standards and principles.

Record Retention

1. Financial records, supporting documents, statistical records, and other records pertinent to a grant program shall be retained for a period of three years after final payment by the federal government, with the following qualifications:
 - a. The records shall be retained beyond the three-year period if audit findings have not been resolved.
 - b. Records for nonexpendable property that was acquired with federal grant funds shall be retained for three years after its final disposition.
2. The Secretary of the Interior and Comptroller General of the United States, or any of their duly AUTHORIZED REPRESENTATIVES, shall have access to any books, documents, papers, and records of the State and local governments and their sub grantees that are pertinent to a specific PROJECT for the purpose of conducting audits and examinations or making excerpts and transcripts.

Compliance Inspections

In order to assure that properties acquired or developed with LWCF assistance are retained and used for public outdoor recreation in accordance with the GRANT CONTRACT and program requirements, the DEPARTMENT shall perform a compliance inspection within five years after PROJECT completion and at least once every five years thereafter. In addition, once every five years, the GRANTEE will be sent a Post Completion Inspection Report. The GRANTEE must complete, sign and return the Post Completion Inspection Report, along with a copy of the 6(f)(3) boundary map from the original file, and photos of the PROJECT, within 45 days of receiving the request.

Audit Requirement

The LWCF program is subject to the Single Audit Act of 1984, P. L. 98-502, and the Single Audit Act Amendments of 1996, P. L. 104-156. This Act sets forth standards for obtaining consistency and uniformity among Federal, State, and local governments, and non-profit organizations which are expending Federal awards (Grants).

The GRANTEE must maintain an accounting system that accurately reflects fiscal transactions, with the necessary controls and safeguards. The system must provide accounting data so that the total cost of each individual GRANT PROJECT can be readily determined. GRANTEES must keep accurate records of all LWCF PROJECT expenditures including, but not limited to, receipts, progress payments, invoices, and timecards. These records must be retained for a period of three years after final payment is made by the State.

The Single Audit Act requires local governments and non-profit organizations to conduct an audit in accordance with OMB Circular No. A-133 if they have received federal financial assistance. Federal financial assistance includes funds received from all federal sources, not just funds from the Land and Water Conservation Fund Program. The audit shall be conducted by an independent auditor in accordance with generally accepted government auditing standards. It shall be done annually unless a jurisdiction has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits, in which case biennial audits are permitted.

The Single Audit Act provides for cognizant agencies to oversee implementation of OMB Circular A-133. In most cases, the agency for a jurisdiction will be the federal agency that provides the most funds. The cognizant agency has a number of responsibilities, including providing technical advice and liaison to local governments and to independent auditors.

Note: Authority cited: Section 5099. 10 Public Resources Code. Reference: Sections 5099-5099. 12, Public Resources Code.

PART VI: CONVERSIONS

SECTION 6(F)(3) of the LWCF Act contains strong provisions to protect Federal investments and the quality of assisted resources:

SEC. 6(f)(3) No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

The law is firm but flexible. It recognizes the likelihood that changes in land use or DEVELOPMENT may make some assisted areas obsolete over time, particularly in rapidly changing urban areas. At the same time, the law discourages casual "discards" of park and recreation FACILITIES by ensuring that changes or "conversions from recreation use" will bear a cost.

This "anti-conversion" requirement applies to all parks and other sites that have been the subject of Land and Water grants of any type, whether for acquisition of parkland, DEVELOPMENT or rehabilitation of FACILITIES. In many cases, even a relatively small LWCF grant (e.g., for development of a picnic shelter) in a park of hundreds or even thousands of acres provides anti-conversion protection to the entire park site.

Any agency not in compliance with this section of the LWCF Act or with outstanding conversions is not eligible for new LWCF grants, and may find existing grants suspended, terminated, or have a hold placed on reimbursement payments. Entities will regain eligibility with the successful resolution of their compliance issue(s).

Conversions generally occur in the following four situations:

- A. Property interests are conveyed for non-public outdoor recreation uses.
For example: transferring an underused portion of park to City for a library or police sub-station
- B. Non-outdoor recreation uses (public or private) are made of the PROJECT area, or a portion thereof.
For example: agreeing to a lease to install a cell phone tower, or building an access road through the park to an adjacent housing development.
- C. Non-eligible indoor recreation FACILITIES are developed within the PROJECT area without NPS approval.
For example: building a significant expansion to a small community center that already exists at the park
- D. Public outdoor recreation use of property acquired or developed with LWCF assistance is terminated.

For example: closing a park due to budget cuts in the county.

By law, NPS shall approve such conversion only if the request is found to be in accord with the existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. GRANTEES are to contact OGALS immediately regarding potential conversion matters.

Prerequisites to Consideration of Conversions

Source: NPS LWCF State Assistance Manual, Effective 10/1/2008

(<http://www.ncrc.nps.gov/programs/lwcf/manual/lwcf.pdf>)

3. Prerequisites to the NPS consideration of conversions. Formal requests from the PROJECT sponsor for permission to convert LWCF assisted properties in whole or in part to other than public outdoor recreation uses must be submitted by the State Liaison Officer to NPS in writing and conform to the prerequisites set forth in 36 CFR 59.

States shall consult with NPS when conversions are proposed or discovered and prior to making the formal request to NPS. States shall use the Proposal Description and Environmental Screening Form (PD/ESF) to prepare its conversion proposal.

4. The PD/ESF guides the development of the conversion proposal, including the incorporation of the following prerequisites that must be met before NPS will consider the formal conversion request:
 - a. All practical alternatives to the conversion have been evaluated and rejected on a sound basis.
 - b. The fair market value of the property to be converted has been established and the property proposed for substitution is of at least equal fair market value as established by a state approved appraisal (see Chapter 4 of the NPS LWCF State Assistance Manual for appraisal guidance) excluding the value of structures or FACILITIES that will not directly enhance its outdoor recreation utility.
 - c. The property proposed for replacement is of reasonably equivalent usefulness and location as that being converted. Depending on the situation, and at the discretion of the NPS, the replacement property need not provide identical recreation experiences or be located at the same site, provided it is in a reasonably equivalent location. Generally, the replacement property should be administered by the same political jurisdiction as the converted property. NPS will consider state requests to change the PROJECT sponsor for any replacement property when it is determined a different political jurisdiction can meet the criteria for replacement properties. Equivalent usefulness and location will be determined based on the following criteria:
 - (1) Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the FACILITIES which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs that are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as replacement property. Wetland areas and interests therein shall be considered to be of reasonably equivalent usefulness as compared to the recreational usefulness of the property proposed for

conversion if they have been identified in the wetlands provisions of the Statewide Comprehensive Outdoor Recreation Plan (SCORP) in accordance with SECTION 6(F)(3) of the LWCF Act as amended (36 CFR 59.3) by Section 303 of the Emergency Wetlands Resources Act of 1986.

- (2) Replacement property need not necessarily be directly adjacent to or close by the converted site. This policy provides the administrative flexibility to determine location recognizing that the property should meet existing public outdoor recreation needs. While generally this will involve the selection of a site serving the same community(ies) or area as the converted site, there may be exceptions. For example, if property being converted is in an area undergoing major demographic change and the area has no existing or anticipated future need for outdoor recreation, then the PROJECT sponsor should seek to locate the substitute area at another location within the jurisdiction.
 - (3) Should a local PROJECT sponsor be unable to replace converted property, the State would be responsible, as the primary recipient of federal assistance, for assuring compliance with these requirements and for the substitution of replacement property.
 - (4) The ACQUISITION of one parcel of land may be used in satisfaction of several approved conversions (see Section 6 of the NPS LWCF State Assistance Manual) and vice versa.
- d. The property proposed for replacement meets the eligibility requirements for LWCF assisted acquisition (see Chapter 3 of the NPS LWCF State Assistance Manual). The replacement property must constitute or be part of a viable recreation area. Viability and recreational usefulness is dependent upon the proposed outdoor recreation development plan and timetable for the development of the replacement parks. If full development of the replacement site(s) will be delayed beyond three years from the date of conversion approval, the conversion proposal shall explain why this is necessary (see Chapter 3.B.7 of the NPS LWCF State Assistance Manual).

For proposed replacement property with a history of contamination, proposals must address the nature of the contamination, how the contaminated area has been or will be and how provisions will be put in place to monitor the new replacement parkland to ensure public health and safety in perpetuity. Certain contaminated areas may not meet the equal or greater recreational usefulness prerequisite for replacement land. Early coordination with NPS for conversion proposals involving contaminated replacement land, even if remediated, is required (see 3.4 of the NPS LWCF State Assistance Manual).

Unless each of the following additional conditions (also see Chapter 3 of the NPS LWCF State Assistance Manual) is met, land currently owned by another public agency may not be used as replacement land for land acquired as part of an LWCF PROJECT:

- (1) The replacement land was not originally ACQUIRED by the sponsor or selling agency for recreation.
- (2) The replacement land has not been previously dedicated or managed for recreational purposes while in public ownership.
- (3) No federal assistance was provided in the replacement land's original acquisition unless the assistance was provided under a program expressly authorized to match or supplement LWCF assistance.
- (4) Where the project sponsor acquires replacement land from another public agency, the selling agency must be required by law to receive payment for the land so acquired (see Chapter 3.A.9 of the NPS LWCF State Assistance Manual).

An exception may be made to this condition only in the case of DEVELOPMENT PROJECTS for which the project sponsor's MATCH was not derived from the cost of the purchase or value of a donation of the land to be converted, but from the value of the development itself. In this case, public land that has not been previously dedicated or managed for recreation/ conservation use may be used as replacement land even if this land is currently owned by the project sponsor or is transferred from one public agency to another without cost.

- e. In the case of SECTION 6(F)(3) protected areas that are partially rather than wholly converted, the impact of the converted portion on the remaining area shall be considered. If such a conversion is approved, the unconverted area must remain recreationally viable or be replaced as well.
- f. All necessary coordination with other federal agencies has been satisfactorily accomplished including, for example, compliance with Section 4(f) of the Department of Transportation Act of 1966.
- g. The guidelines for environmental review under NEPA have been satisfactorily completed and considered by NPS during its review of the proposed SECTION 6(F)(3) action. In cases where the proposed conversion arises from another federal action, NPS final review of the State's proposal shall not occur until the NPS is assured all environmental review requirements for the other federal action have been met, e.g., Army Corps of Engineer permits.

The environmental review process must analyze not only the SECTION 6(F)(3) area proposed for conversion, but also the development of the replacement parkland. The purpose and scope of the environmental review must focus on the impacts on the "human environment" resulting from the loss of the SECTION 6(F)(3) parkland, impacts on any remaining SECTION 6(F)(3) parkland for partial conversions, and the development of new SECTION 6(F)(3) replacement park(s). The scope of the environmental review should not include impacts of the action precipitating the conversion on resources beyond the SECTION 6(F)(3) boundary, such as impacts of a new housing development or a school on a neighborhood.

The environmental analysis must be conducted in a neutral and factual manner and result in statements that reflect this same neutrality so the interested and

affected public can focus on and understand the details of the proposed federal action of converting parkland including the replacement of new parkland according to 36 CFR 59. The environmental analysis documents should not include statements that promote or justify the action precipitating the conversion, such as proclaiming that the subject parkland is the best location for a new fire station.

For detailed guidance on NEPA and how to conduct environmental reviews for LWCF conversions, consult Chapter 4 of the NPS LWCF State Assistance Manual, and the NPS.

- h. Adherence to state intergovernmental review procedures as appropriate (see Chapter 4 of the NPS LWCF State Assistance Manual).
- i. The proposed conversion and substitution are in accord with the SCORP. Chapter 8 Section E.3 of the NPS LWCF State Assistance Manual describes the requirements called prerequisites to the NPS consideration of conversions.

Find the entire Chapter 8 Section E. Conversions of Use in the NPS LWCF State Assistance Manual at: <http://www.ncrc.nps.gov/programs/lwcf/manual/lwcf.pdf>

Proposal Description and Environmental Screening Form

When considering conversion of protected property, the agency would complete the PROJECT Description/Environmental Screening Form (PD/ESF). The PD/ESF guides the development of the conversion proposal, incorporating the prerequisites that must be met before NPS will consider any formal conversion request.

Complete the cover page of the PD/ESF, check the second box labeled “6(f) conversion proposal” under “Project Amendment” in Step 1 and complete Steps 3B and 5 through 7.



National Park Service
U.S. Department of the Interior



LWCF Proposal Description and Environmental Screening Form

The purpose of this Proposal Description and Environmental Screening Form (PD/ESF) is to provide descriptive and environmental information about a variety of Land and Water Conservation Fund (LWCF) state assistance proposals submitted for National Park Service (NPS) review and decision. The completed PD/ESF becomes part of the “federal administrative record” in accordance with the National Environmental Policy Act (NEPA) and its implementing regulations. The PD portion of the form captures administrative and descriptive details enabling the NPS to understand the proposal. The ESF portion is designed for States and/or project sponsors to use while the LWCF proposal is under development. Upon completion, the ESF will indicate the resources that could be impacted by the proposal enabling States and/or project sponsors to more accurately follow an appropriate pathway for NEPA analysis: 1) a recommendation for a Categorical Exclusion (CE), 2) production of an Environmental Assessment (EA), or 3) production of an Environmental Impact Statement (EIS). The ESF should also be used to document any previously conducted yet still viable environmental analysis if used for this federal proposal. The completed PD/ESF must be submitted as part of the State’s LWCF proposal to NPS.

Except for the proposals listed below, the PD/ESF **must** be completed, including the appropriate NEPA document, signed by the State, and submitted with each new federal application for LWCF assistance and amendments for: scope changes that alter or add facilities and/or acres; conversions; public facility exceptions; sheltering outdoor facilities; and changing the original intended use of an area from that which was approved in an earlier LWCF agreement. Consult the LWCF Program Manual (www.nps.gov/lwcf) for detailed guidance for your type of proposal and on how to comply with NEPA.

For the following types of proposals only this Cover Page is required because these types of proposals are administrative in nature and are categorically excluded from further NEPA environmental analysis. NPS will complete the NEPA CE Form. Simply check the applicable box below, and complete and submit only this **Cover Page** to NPS along with the other items required for your type of proposal as instructed in the LWCF Program Manual.

- ☐ SCORP planning proposal
- ☐ Time extension with no change in project scope or with a reduction in project scope
- ☐ To delete work **and** no other work is added back into the project scope
- ☐ To change project cost with no change in project scope or with a reduction in project scope
- ☐ To make an administrative change that does not change project scope



Name of LWCF Proposal:

Date Submitted to NPS:

Prior LWCF Project Number(s) *List all prior LWCF project numbers and all park names associated with assisted site(s):*

Local or State Project Sponsoring Agency *(recipient or sub-recipient in case of pass-through grants):*

Local or State Sponsor Contact:

Name/Title:

Office/Address:

Phone/Fax:

Email:

Part VI

Using a separate sheet for narrative descriptions and explanations, address each item and question in the order it is presented, and identify each response with its item number such as Step 1-A1, A2; Step 3-B1; Step 6-A1, A29; etc.

Step 1. Type of LWCF Proposal

_____ **New Project Application**

- ☐ **Acquisition** *Go to Step 2A* ☐ **Development** *Go to Step 2B* ☐ **Combination (Acquisition & Development)** *Go to Step 2C*

_____ **Project Amendment**

- ☐ **Increase in scope or change in scope from original agreement.** *Complete Steps 3A, and 5 through 7.*
- ☐ **6(f) conversion proposal.** *Complete Steps 3B, and 5 through 7.*
- ☐ **Request for public facility in a Section 6(f) area.** *Complete Steps 3C, and 5 through 7.*

_____ **Request for temporary non-conforming use in a Section 6(f) area.**

Complete Steps 4A, and 5 through 7.

_____ **Request for significant change in use/intent of original LWCF application.**

Complete Steps 4B, and 5 through 7.

_____ **Request to shelter existing/new facility within a Section 6(f) area regardless of funding source.** *Complete Steps 4C, and 5 through 7.*

Step 2. New Project Application (See NPS LWCF State Assistance Manual for guidance.)

A. For an Acquisition Project

1. Provide a brief narrative about the proposal that provides the reasons for the acquisition, the number of acres to be acquired with LWCF assistance, and a description of the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/ contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.).
2. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?
3. Describe development plans for the proposal for the site(s) for public outdoor recreation use within the next three (3) years.
4. SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24. 102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed.
5. Address each item in "D" below.

B. For a Development Project

1. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.
2. When will the project be completed and open for public outdoor recreation use?
3. Address each item in "D" below.

C. For a Combination Project **(NOT APPLICABLE IN CALIFORNIA)**

Part VI

1. For the acquisition part of the proposal:
 - a. Provide a brief narrative about the proposal that provides the reasons for the acquisition, number of acres to be acquired with LWCF assistance, and describes the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/ contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.)
 - b. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?
 - c. Describe development plans for the proposed for the site(s) for public outdoor recreation use within the next three (3) years.
 - d. SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24. 102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed.
2. For the development part of the proposal:
 - a. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.
 - b. When will the project be completed and open for public outdoor recreation use?
3. Address each item in "D" below.

D. Additional items to address for a new application and amendments

1. Will this proposal create a **new** public park/recreation area **where none previously existed** and is not an addition to an existing public park/recreation area? Yes ____ (go to #3) No ____ (go to #2)
2.
 - a. What is the name of the pre-existing public area that this new site will be added to?
 - b. Is the pre-existing public park/recreation area already protected under Section 6(f)? Yes ____ No ____
If no, will it now be included in the 6(f) boundary? Yes ____ No ____
3. What will be the name of this **new** public park/recreation area?
4.
 - a. Who will hold title to the property assisted by LWCF? Who will manage and operate the site(s)?
 - b. What is the sponsor's type of ownership and control of the property?
____ Fee simple ownership
____ Less than fee simple. Explain:
____ Lease. Describe lease terms including renewable clauses, # of years remaining on lease, etc.
Who will lease area? Submit copy of lease with this PD/ESF. (See LWCF Manual for **program restrictions** for leases and further guidance.)
5. Describe the nature of any rights-of-way, easements, reversionary interests, etc. to the Section 6(f) park area? Indicate the location on 6(f) map. Do parties understand that a Section 6(f) conversion may occur if private or non-recreation activities occur on any pre-existing right-of-way, easement, leased area?
6. Are overhead utility lines present, and if so, explain how they will be treated per LWCF Manual.
7. As a result of this project, describe **new** types of outdoor recreation opportunities and capacities, and short and long term public benefits.

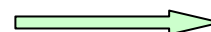
Part VI

8. Explain any existing non-recreation and non-public uses that will continue on the site(s) and/or proposed for the future within the 6(f) boundary.
9. Describe the planning process that led to the development of this proposal. Your narrative should address:
 - a. How was the interested and affected public notified and provided opportunity to be involved in planning for and developing your LWCF proposal? Who was involved and how were they able to review the **completed** proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and Indian Tribes. Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to provide comments on the completed proposal.
 - b. What information was made available to the public for review and comment? Did the sponsor provide written responses addressing the comments? If so, include responses with this PD/ESF submission.
10. How does this proposal implement statewide outdoor recreation goals as presented in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) (include references), and explain why this proposal was selected using the State's Open Project Selection Process (OPSP).
11. List all source(s) and amounts of financial match to the LWCF federal share of the project. The value of the match can consist of cash, donation, and in-kind contributions. The federal LWCF share and financial matches must result in a viable outdoor recreation area and not rely on other funding not mentioned here. Other federal resources may be used as a match if specifically authorized by law.

Source	Type of Match	Value
		\$
		\$
		\$

12. Is this LWCF project scope part of a larger effort not reflected on the SF-424 (*Application for Federal Assistance*) and grant agreement? If so, briefly describe the larger effort, funding amount(s) and source(s). This will capture information about partnerships and how LWCF plays a role in leveraging funding for projects beyond the scope of this federal grant.
13. List all required federal, state, and local permits/approvals needed for the proposal and explain their purpose and status.

Proceed to Steps 5 through 7



Step 3. Project Amendment (See LWCF Manual for guidance.)

A. Increase/Change in Project Scope

1. **For Acquisition Projects:** To acquire additional property that was not described in the original project proposal and NEPA documentation, follow Step 2A-Acquisition Project and 2D.
2. **For Development Projects:** To change the project scope for a development project that alters work from the original project scope by adding elements or enlarging facilities, follow Step 2B-Development Project and 2D.
3. **For Combination Projects:** Follow Step 2C as appropriate.

B. SECTION 6(F)(3) Conversion Proposal

Prior to developing your SECTION 6(f)(3) conversion proposal, you must consult the LWCF Manual and 36 CFR 59.3 for complete guidance on conversions. Local sponsors must consult early with the State LWCF manager when a conversion is under consideration or has been discovered. States must consult with their NPS-LWCF manager as early as possible in the conversion process for guidance and to sort out and discuss details of the conversion proposal to avoid mid-course corrections and unnecessary delays. **A critical first step is for the State and NPS to agree on the size of the Section 6(f) park land impacted by any non-recreation, non-public use.**

Part VI

especially prior to any appraisal activity. Any previous LWCF project agreements and actions must be identified and understood to determine the actual Section 6(f) boundary.

The SECTION 6(f)(3) conversion proposal including the required NEPA environmental review documents (CE recommendation or an EA document) must focus on the loss of public outdoor recreation park land and recreational usefulness, and its replacement per 36 CFR 59, and **not** the activities precipitating the conversion or benefits thereof, such as the impacts of constructing a new school to relieve overcrowding or constructing a hotel/restaurant facility to stimulate the local economy. Rather, the environmental review must 1) focus on “resource impacts” as indicated on the ESF (Step 6), including the loss of public park land and recreation opportunities (ESF A-15), and 2) the impacts of creating new replacement park land and replacement recreation opportunities. A separate ESF must be generated for the converted park area and each replacement site. SECTION 6(f)(3) conversions always have more than minor impacts to outdoor recreation (ESF A-15) as a result of loss of parkland requiring an EA, except for “small” conversions as defined in the LWCF Manual Chapter 8.

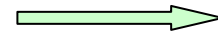
For NPS review and decision, the following elements are required to be included in the State’s completed conversion proposal to be submitted to NPS:

1. A letter of transmittal from the SLO recommending the proposal.
2. A detailed explanation of the sponsor’s need to convert the SECTION 6(f) parkland including all efforts to consider other practical alternatives to this conversion, how they were evaluated, and the reasons they were not pursued.
3. An explanation of how the conversion is in accord with the State Comprehensive Outdoor Recreation Plan (SCORP).
4. Completed “State Appraisal/Waiver Valuation Review form in Step 7 for each of the converted and replacement parcels certifying that the appraisals meet the “Uniform Appraisal Standards for Federal Land Acquisitions.” States must retain copies of the appraisals/waiver valuations and make them available for review upon request.
5. For the park land proposed for conversion, a detailed description including the following:
 - a. Specific geographic location on a map, 9-digit zip code, and name of park or recreation area proposed for conversion.
 - b. Description of the area proposed for the conversion including the acreage to be converted and any acreage remaining. For determining the size of the conversion, consider not only the physical footprint of the activity precipitating the conversion, but how the precipitating activity will impact the entire 6(f) park area. In many cases the size of the converted area is larger than the physical footprint. Include a description of the recreation resources, facilities, and recreation opportunities that will be impacted, displaced or lost by the proposed conversion. For proposals to partially convert a Section 6(f) park area, the remaining 6(f) park land must remain recreationally viable and not be impacted by the activities that are precipitating the conversion. If it is anticipated that the precipitating activities impact the remaining Section 6(f) area, the proposed area for the conversion should be expanded to encompass all impacted park land.
 - c. Description of the community and population served by the park, including users of the park and uses.
 - d. For partial conversions, a revised 6(f) map clearly indicating both the portion that is being converted and the portion remaining intact under Section 6(f).
6. For each proposed replacement site:
 - a. Specific geographic location on a map, 9-digit zip code, and geographical relationship of converted and replacement sites. If site will be added to an existing public park/outdoor recreation area, indicate on map.
 - b. Description of the site’s physical characteristics and resource attributes with number and types of resources and features on the site, for example, 15 acres wetland, 2,000 feet beachfront, 50 acres forest, scenic views, 75 acres riparian, vacant lot, special habitat, any unique or special features, structures, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, overhead/underground utilities including overhead wires, towers, etc.

Part VI

- c. Identification of the owner of the replacement site and its recent history of use/function up to the present.
 - d. Detailed explanation of how the proposed replacement site is of reasonably equivalent usefulness and location as the property being converted, including a description of the recreation needs that will be met by the new replacement parks, populations to be served, and new outdoor recreation resources, facilities, and opportunities to be provided.
 - e. Identification of owner and manager of the new replacement park?
 - f. Name of the new replacement park. If the replacement park is added to an existing public park area, will the existing area be included within the 6(f) boundary? What is the name of the existing public park area?
 - g. Timeframe for completing the new outdoor recreation area(s) to replace the recreation opportunity lost per the terms of conversion approval and the date replacement park(s) will be open to the public.
 - h. New Section 6(f) map for the new replacement park.
7. NEPA environmental review, including NEPA Section 106 review, for both the converted and replacement sites in the same document to analyze how the converted park land and recreational usefulness will be replaced. Except for “small” conversions (see LWCF Manual Chapter 8), conversions usually require an EA.

Proceed to Steps 5 through 7

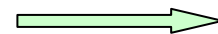


C. Proposal for a Public Facility in a Section 6(f) Area

Prior to developing this proposal, you must consult the LWCF Manual for complete guidance. In summary, NPS must review and decide on requests to construct a public indoor and/or non-recreation facility within a Section 6(f) area. In certain cases NPS may approve the construction of public facilities within a Section 6(f) area where it can be shown that there will be a net gain in outdoor recreation benefits and enhancements for the entire park. In most cases, development of a non-recreation public facility within a Section 6(f) area constitutes a conversion. For NPS review, the State/sponsor must submit a proposal to NPS under a letter of transmittal from the SLO that:

1. Describes the purpose and all proposed uses of the public facility such as types of programming, recreation activities, and special events including intended users of the new facility and any agency, organization, or other party to occupy the facility. Describe the interior and exterior of the facility, such as office space, meeting rooms, food/beverage area, residential/lodging area, classrooms, gyms, etc. Explain how the facility will be compatible with the outdoor recreation area. Explain how the facility and associated uses will significantly support and enhance existing and planned outdoor recreation resources and uses of the site, and how outdoor recreation use will remain the primary function of the site. (The public's outdoor recreation use must continue to be greater than that expected for any indoor use, unless the site is a single facility, such as a swimming pool, which virtually occupies the entire site.)
2. Indicates the exact location of the proposed public facility and associated activities on the site's Section 6(f) map. Explain the design and location alternatives considered for the public facility and why they were not pursued.
3. Explains who will own and/or operate and maintain the facility? Attach any 3rd party leases and operation and management agreements. When will the facility be open to the public? Will the facility ever be used for private functions and closed to the public? Explain any user or other fees that will be instituted, including the fee structure.
4. Includes required documents as a result of a completed NEPA process (Steps 5 – 7).

Proceed to Steps 5 through 7



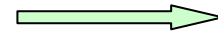
Step 4. Proposals for Temporary Non-Conforming Use, Significant Change in Use, and Sheltering Facilities (See LWCF Manual for guidance.)

A. Proposal for Temporary Non-Conforming Use

Prior to developing this proposal, you must consult the LWCF Manual for complete guidance. NPS must review and decide on requests for temporary uses that do not meet the requirements of allowable activities within a Section 6(f) area. A temporary non-conforming use is limited to a period of six months (180 days) or less. Continued use beyond six-months will not be considered temporary, and may result in a SECTION 6(F)(3) conversion of use requiring the replacement of converted parkland. For NPS review, describe the temporary non-conforming use (activities other than public outdoor recreation) in detail including the following information:

1. A letter of transmittal from the SLO recommending the proposal.
2. Describe in detail the proposed temporary non-conforming use and all associated activities, why it is needed, and alternative locations that were considered and why they were not pursued.
3. Explain length of time needed for the temporary non-conforming use and why.
4. Describe the size of the Section 6(f) area affected by the temporary non-conforming use activities and expected impacts to public outdoor recreation areas, facilities and opportunities. Explain efforts to keep the size of the area impacted to a minimum. Indicate the location of the non-conforming use on the site's 6(f) map.
5. Describe any anticipated temporary/permanent impacts to the Section 6(f) area and how the sponsor will mitigate them during and after the non-conforming use ceases.
6. Consult the LWCF Manual for additional requirements and guidelines before developing the proposal.

Proceed to Steps 5 through 7



B. Proposal for Significant Change in Use

Prior to developing the proposal, you must consult the LWCF Manual for complete guidance. NPS approval must be obtained prior to any change from one eligible use to another when the proposed use would significantly contravene the original plans or intent for the area outlined in the original LWCF application for federal assistance. Consult with NPS for early determination on the need for a formal review. NPS approval is only required for proposals that will **significantly** change the use of a LWCF-assisted site (e. g. , from passive to active recreation). The proposal must include and address the following items:

1. A letter of transmittal from the SLO recommending the proposal.
2. Description of the proposed changes and how they significantly contravene the original plans or intent of LWCF agreements.
3. Explanation of the need for change in use and how the change is consistent with local plans and the SCORP.
4. Consult the LWCF Manual for additional requirements and guidelines before developing the proposal.

Proceed to Steps 5 through 7



C. Proposal for Sheltering Facilities

Prior to developing this proposal, you must consult the LWCF Manual for complete guidance. NPS must review and decide on all proposals to shelter an existing outdoor recreation facility or construct a new sheltered recreation facility within a Section 6(f) area regardless of funding source. The proposal must demonstrate that there is an increased benefit to public recreation opportunity. Describe the sheltering proposal in detail, including the following:

1. A letter of transmittal from the SLO recommending the proposal.
2. Describe the proposed sheltered facility, how it would operate, how the sheltered facility will include recreation uses that could typically occur outdoors, and how the primary purpose of the sheltered facility is recreation.

Part VI

3. Explain how the sheltered facility would not substantially diminish the outdoor recreation values of the site including how the sheltered facility will be compatible and significantly supportive of the outdoor recreation resources present and/or planned.
4. Explain how the sheltered facility will benefit the total park's outdoor recreation use.
5. Describe efforts provided to the public to review the proposal to shelter the facility and has local support.
6. Document that the sheltered facility will be under the control and tenure of the public agency which sponsors and administers the original park area.
7. Consult the LWCF Manual for additional requirements and guidelines before developing the proposal.

Proceed to Steps 5 through 7



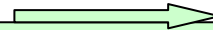
Step 5. Summary of Previous Environmental Review (including E.O. 12372 - Intergovernmental Review)

To avoid duplication of effort and unnecessary delays, describe any prior environmental review undertaken at any time and still viable for this proposal or related efforts that could be useful for understanding potential environmental impacts. Consider previous local, state, federal (e. g. HUD, EPA, USFWS, FHWA, DOT) and any other environmental reviews. At a minimum, address the following:

1. Date of environmental review(s), purpose for the environmental review(s) and for whom they were conducted.
2. Description of the proposed action and alternatives.
3. Who was involved in identifying resource impact issues and developing the proposal including the interested and affected public, government agencies, and Indian tribes.
4. Environmental resources analyzed and determination of impacts for proposed actions and alternatives.
5. Any mitigation measures to be part of the proposed action.
6. Intergovernmental Review Process (Executive Order 12372): Does the State have an Intergovernmental Review Process? Yes _____ No _____. If yes, has the LWCF Program been selected for review under the State Intergovernmental Review Process? Yes _____ No _____. If yes, was this proposal reviewed by the appropriate State, metropolitan, regional and local agencies, and if so, attach any information and comments received about this proposal. If proposal was not reviewed, explain why not.
7. Public comment periods (how long, when in the process, who was invited to comment) and agency response.
8. Any formal decision and supporting reasons regarding degree of potential impacts to the human environment.
9. Was this proposed LWCF federal action and/or any other federal actions analyzed/reviewed in any of the previous environmental reviews? If so, what was analyzed and what impacts were identified? Provide specific environmental review document references.

Use resource impact information generated during previous environmental reviews described above and from recently conducted site inspections to complete the Environmental Screening Form (ESF) portion of this PD/ESF under Step 6. Your ESF responses should indicate your proposal's potential for impacting each resource as determined in the previous environmental review(s), and include a reference to where the analysis can be found in an earlier environmental review document. If the previous environmental review documents contain proposed actions to mitigate impacts, briefly summarize the mitigation for each resource as appropriate. The appropriate references for previous environmental review document(s) must be documented on the ESF, and the actual document(s) along with this PD/ESF must be included in the submission for NPS review.

Proceed to Steps 6 through 7



Step 6. Environmental Screening Form (ESF)

Part VI

This portion of the PD/ESF is a working tool used to identify the level of environmental documentation which must accompany the proposal submission to the NPS. By completing the ESF, the project sponsor is providing support for its recommendation in Step 7 that the proposal either:

1. meets criteria to be categorically excluded (CE) from further NEPA review and no additional environmental documentation is necessary; or
2. requires further analysis through an environmental assessment (EA) or an environmental impact statement (EIS).

An ESF alone does not constitute adequate environmental documentation unless a CE is recommended. If an EA is required, the EA process and resulting documents must be included in the proposal submission to the NPS. If an EIS may be required, the State must request NPS guidance on how to proceed.

The scope of the required environmental analysis will vary according to the type of LWCF proposal. For example, the scope for a new LWCF project will differ from the scope for a conversion. Consult the LWCF Manual for guidance on defining the scope or extent of environmental analysis needed for your LWCF proposal. As early as possible in your planning process, consider how your proposal/project may have direct, indirect and cumulative impacts on the human environment for your type of LWCF action so planners have an opportunity to design alternatives to lessen impacts on resources, if appropriate. When used as a planning tool in this way, the ESF responses may change as the proposal is revised until it is ready for submission for federal review. Initiating or completing environmental analysis after a decision has been made is contrary to both the spirit and letter of the law of the NEPA.

The ESF should be completed with input from resource experts and in consultation with relevant local, state, tribal and federal governments, as applicable. The interested and affected public should be notified of the proposal and be invited to participate in scoping out the proposal (see LWCF Manual Chapter 4). At a minimum, a site inspection of the affected area must be conducted by individuals who are familiar with the type of affected resources, possess the ability to identify potential resource impacts, and to know when to seek additional data when needed.

At the time of proposal submission to NPS for federal review, the completed ESF must justify the NEPA pathway that was followed: CE recommendation, production of an EA, or production of an EIS. The resource topics and issues identified on the ESF for this proposal must be presented and analyzed in an attached EA/EIS. Consult the LWCF Manual for further guidance on LWCF and NEPA.

The ESF contains two parts that must be completed:

Part A. Environmental Resources

Part B. Mandatory Criteria

Part A: For each environmental resource topic, choose an impact estimate level (none, negligible, minor, exceeds minor) that describes the degree of potential negative impact for each listed resource that may occur directly, indirectly and cumulatively as a result of federal approval of your proposal. For each impacted resource provide a brief explanation of how the resource might be affected, how the impact level was determined, and why the chosen impact level is appropriate. If an environmental review has already been conducted on your proposal and is still viable, include the citation including any planned mitigation for each applicable resource, and choose an impact level as mitigated. If the resource does not apply to your proposal, mark NA in the first column. Add any relevant resources (see A. 24 on the ESF) if not included in the list.

Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.

Part B: This is a list of mandatory impact criteria that preclude the use of categorical exclusions. If you answer “yes” or “maybe” for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in Part A. Explain all “yes” and “maybe” answers on a separate sheet.

For conversions, complete one ESF for each of the converted and replacement sites.

A. ENVIRONMENTAL RESOURCES Indicate potential for adverse impacts. Use a separate sheet to clarify responses per instructions for Part A on page 9.	Not Applicable- Resource does not exist	No/Negligible Impacts- Exists but no or negligible impacts	Minor Impacts	Impacts Exceed Minor EA/EIS required	More Data Needed to Determine Degree of Impact EA/EIS required
1. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.					
2. Air quality					
3. Sound (noise impacts)					
4. Water quality/quantity					
5. Stream flow characteristics					
6. Marine/estuarine					
7. Floodplains/wetlands					
8. Land use/ownership patterns; property values; community livability					
9. Circulation, transportation					
10. Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing					
11. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.					
12. Unique or important wildlife/ wildlife habitat					
13. Unique or important fish/habitat					
14. Introduce or promote invasive species (plant or animal)					
15. Recreation resources, land, parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc. <i>Most conversions exceed minor impacts. See Step 3. B</i>					
16. Accessibility for populations with disabilities					
17. Overall aesthetics, special characteristics/features					
18. Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc. Attach SHPO/THPO determination.					
19. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure					
20. Minority and low-income populations					
21. Energy resources (geothermal, fossil fuels, etc.)					
22. Other agency or tribal land use plans or policies					
23. Land/structures with history of contamination/hazardous materials even if remediated					
24. Other important environmental resources to address.					

B. MANDATORY CRITERIA If your LWCF proposal is approved, would it...	Yes	No	To be determined
1. Have significant impacts on public health or safety?			
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E. O. 11990); floodplains (E. O. 11988); and other ecologically significant or critical areas.			
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?			
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?			
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?			
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?			
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office. (Attach SHPO/THPO Comments)			
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.			
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?			
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?			
11. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?			
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?			

Environmental Reviewers

The following individual(s) provided input in the completion of the environmental screening form. *List all reviewers including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal in state compliance file for any future program review and/or audit. The ESF may be completed as part of a LWCF pre-award site inspection if conducted in time to contribute to the environmental review process for the proposal.*

1.

2.

3.

The following individuals conducted a site inspection to verify field conditions.

List name of inspector(s), title, agency, and date(s) of inspection.

1.

2.

3.

**State may require signature of
LWCF sub-recipient APPLICANT here:**

Date _____

Step 7. Recommended NEPA Pathway and State Appraisal/Waiver Valuation

First, consult the following list of “Categorical Exclusions (CEs) for Which a Record is Needed.” If you find your action in the CE list **and** you have determined in Step 6A that impacts will be minor or less for each applicable environmental resource on the ESF **and** you answered “no” to all of the “Mandatory Criteria” questions in Step 6B, the proposal qualifies for a CE. Complete the following “State LWCF Environmental Recommendations” box indicating the CE recommendation.

If you find your action in the CE list **and** you have determined in Step 6A that impacts will be greater than minor or that more data is needed for any of the resources **and** you answered “no” to all of the “Mandatory Criteria” questions, your environmental review team may choose to do additional analysis to determine the context, duration, and intensity of the impacts of your project or may wish to revise the proposal to minimize impacts to meet the CE criteria. If impacts remain at the greater than minor level, the State/sponsor must prepare an EA for the proposal. Complete the following “State Environmental Recommendations” box indicating the need for an EA.

If you do not find your action in the CE list, regardless of your answers in Step 6, you must prepare an EA or EIS. Complete the following “State Environmental Recommendations” box indicating the need for an EA or EIS.

State NEPA Pathway Recommendation

☐ I certify that a site inspection was conducted for each site involved in this proposal and to the best of my knowledge, the information provided in this LWCF Proposal Description and Environmental Screening Form (PD/ESF) is accurate based on available resource data. All resulting notes, reports and inspector signatures are stored in the state’s NEPA file for this proposal and are available upon request. On the basis of the environmental impact information for this LWCF proposal as documented in this LWCF PD/ESF with which I am familiar, I recommend the following LWCF NEPA pathway:

- ☐ This proposal qualifies for a Categorical Exclusion (CE).
- CE Item #:
 - Explanation:
- ☐ This proposal requires an Environmental Assessment (EA) which is attached and has been produced by the State/sponsor in accordance with the LWCF Program Manual.
- ☐ This proposal may require an Environmental Impact Statement (EIS). NPS guidance is requested per the LWCF Program Manual.

Reproduce this certificate as necessary. Complete for each LWCF appraisal or waiver valuation.

State Appraisal/Waiver Valuation Review

Property address:

Date of appraisal transmittal letter/waiver:

Real property value: \$

Effective date of value:

I certify that: ☐ a State-certified Review Appraiser has reviewed the appraisal and has determined that it was prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions.

OR

☐ the State has reviewed and approved a waiver valuation for this property per 49 CFR 24.102(c)(2)(ii).

SLO/ASLO Original Signature: _____ Date: _____
 Typed Name, Title, Agency:

**National Environmental Policy Act
National Park Service-Land and Water Conservation Fund State Assistance
Program**

Categorical Exclusions for Which a Record is Needed

Note: The following are the NEPA Categorical Exclusions approved for use with all NPS programs. Shaded categories do not apply to LWCF proposals. Before selecting a categorical exclusion (CE), complete the PD/ESF for the LWCF proposal to support the CE selection.

A. Actions related to general administration

(1) Changes or amendments to an approved action when such changes would cause no environmental impact. *LWCF actions that are covered include amendments for:*

- *time extensions with no change in project scope or with a reduction in PROJECT scope;*
- *deleting work and no other work is added back into the PROJECT scope;*
- *changing PROJECT cost with no change in PROJECT scope or with a reduction in PROJECT scope;*
- *making administrative changes that do not affect PROJECT scope.*

(2) Minor boundary changes that are accomplished through existing statutory authorities and that result in no change in land use.

(3) Re-issuance/renewal of permits, rights-of-way, or easements not involving new environmental impacts provided that the impacts of the original actions were evaluated in an environmental document.

(4) Conversion of existing permits to rights-of-way, when such conversions neither continue nor potentially initiate adverse environmental conditions, provided that the impacts of the original actions were evaluated in an environmental document.

(5) Issuances, extensions, renewals, re-issuances, or minor modifications of concession contracts or permits that do not entail new construction or any potential for new environmental impact as a result of concession operations.

(6) Incidental business permits (formerly called commercial use licenses) involving no construction or potential for new environmental impact.

(7) Leasing of historic properties in accordance with 36 CFR 18 and NPS-38.

(8) Modifications or revisions to existing regulations, or the promulgation of new regulations for NPS-administered areas, provided the modifications, revisions, or new regulations do not:

- (a) increase public use to the extent of compromising the nature and character of the area or cause physical damage to it.
- (b) introduce non-compatible uses that might compromise the nature and characteristics of the area or cause physical damage to it.

- (c) conflict with adjacent ownerships or land uses.
- (d) cause a nuisance to adjacent owners or occupants
- (9) At the direction of the NPS responsible official, actions where NPS has concurrence or co-approval with another bureau and the action is a CE for that bureau, and where NPS agrees that there is no potential for environmental impact.
- (10) Routine transfers of jurisdiction between the NPS and the District of Columbia accomplished through existing statutory authority, where no change of use in the land is anticipated upon transfer.

B. Plans, studies, and reports

- (1) Changes or amendments to an approved plan, when such changes have no potential for environmental impact.
- (2) Cultural resources maintenance guides, collection management plans, and historic furnishings reports.
- (3) Interpretive plans (interpretive prospectuses, audio-visual plans, museum exhibit plans, wayside exhibit plans).
- (4) Plans, including priorities, justifications, and strategies, for non-manipulative research, monitoring, inventorying, and information-gathering.
- (5) Agreements between NPS offices for plans and studies.
- (6) Authorization, funding, or approval for the preparation of statewide comprehensive outdoor recreation plans (SCORPs).
- (7) Adoption or approval of academic or research surveys, studies, reports, and similar documents that do not contain and will not result in NPS recommendations.
- (8) Land protection plans that propose changes to existing land or visitor use when the changes have no potential for environmental impact.

C. Actions related to development

- (1) Land acquisition within established park boundaries, if future anticipated uses would have no potential for environmental impact.
- (2) Land exchanges that will not lead to anticipated changes in the use of land and that have no potential for environmental impact. *For LWCF, some small conversions may meet this criterion. See the LWCF Manual Chapter 8 for further guidance.*

(3) Routine maintenance and repairs to non-historic structures, facilities, utilities, grounds, and trails.

(4) Routine maintenance and repairs to cultural resource sites, structures, utilities, and grounds if the action falls under an approved Historic Structures Preservation Guide or Cyclic Maintenance Guide or if the action would not adversely affect the cultural resource.

(5) Installation of *LWCF eligible* signs, displays, and kiosks.

(6) Installation of navigation aids.

(7) Experimental testing of short duration (no more than one season) of mass transit systems, and changes in operation of existing systems, that have no potential for environmental impact.

(8) Replacement IN KIND of minor structures and FACILITIES with little or no change in location, capacity, or appearance—for example, comfort stations, pit toilets, fences, kiosks, signs and campfire circles.

(9) Repair, resurfacing, striping, installation of traffic control devices, and repair/replacement of guardrails, culverts, signs, and other minor existing features on existing roads when no potential for environmental impact exists.

(10) Changes in sanitary FACILITIES operation resulting in no new environmental effects.

(11) Installation of wells, comfort stations, and pit or vault toilets in areas of existing use and in developed areas.

(12) Minor trail relocation or development of compatible trail networks on logging roads or other established routes.

(13) Upgrading or adding new overhead utility FACILITIES on existing poles, or on replacement poles that do not change existing pole line configurations.

(14) Issuance of rights-of-way for overhead utility lines to an individual building or well from an existing line where installation will not result in visual intrusion and will involve no clearance of vegetation other than for placement of poles.

(15) Issuance of rights-of-way for minor overhead utility lines not involving placement of poles or towers and not involving vegetation management or visual intrusion in an area administered by NPS.

(16) Installation of underground utilities in areas showing clear evidence of recent human disturbance or areas within an existing road prism or within an existing overhead utility right-of-way.

(17) Minor landscaping in areas showing clear evidence of recent human disturbance.

(18) Installation of fencing enclosures, exclosures, or boundary fencing posing no effect on wildlife migrations.

D. Actions related to visitor use

- (1) Minor changes in amounts or types of visitor use for the purpose of ensuring visitor safety or resource protection in accordance with existing regulations.
- (2) Minor changes in programs and regulations pertaining to visitor activities.
- (3) Issuance of permits for demonstrations, gatherings, ceremonies, concerts, arts and crafts shows, and so forth, entailing only short-term or readily remediable environmental disturbance.
- (4) Designation of trailside camping zones with minimal or no improvements.

E. Actions related to resource management and protection

- (1) Archeological surveys and permits involving only surface collection or small-scale test excavations.
- (2) Restoration of non-controversial (based on internal scoping requirements in section 2. 6) native species into suitable habitats within their historic range.
- (3) Removal of individual members of a non-threatened/endangered species or populations of pests and exotic plants that pose an imminent danger to visitors or an immediate threat to park resources.
- (4) Removal of non-historic materials and structures in order to restore natural conditions when the removal has no potential for environmental impacts, including impacts to cultural landscapes or archeological resources.
- (5) Development of standards for, and identification, nomination, certification, and determination of, eligibility of properties for listing in the National Register of Historic Places, the National Historic Landmark and National Natural Landmark Programs, and biosphere reserves.
- (6) Non-destructive data collection, inventory (including field, aerial, and satellite surveying and mapping), study, research, and monitoring activities (this is also a Departmental CE).
- (7) Designation if environmental study areas and research natural areas, including those closed temporarily or permanently to the public, unless the potential for environmental (including socioeconomic) impact exists.

F. Actions related to GRANT programs

- (1) Proposed actions essentially the same as those listed in paragraphs A-E above *not shaded in gray*.
- (2) GRANTS for ACQUISITION to areas that will continue in the same use or lower density use with no additional disturbance to the natural setting or type of use.
- (3) GRANTS for replacement or renovation of FACILITIES at their same location without altering the kind and amount of recreational, historical, or cultural resources of the area or the integrity of the existing setting.
- (4) GRANTS for construction of FACILITIES on lands acquired under a previous NPS or other federal GRANT, provided that the development is in accord with plans submitted

with the ACQUISITION GRANT, and that environmental documents have been completed on the impacts of the proposal funded by the original GRANT.

(5) GRANTS for the construction of new FACILITIES within an existing park or recreation area, provided that the FACILITIES will not:

- (a) conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, such as would happen if use were extended beyond daylight hours.
- (b) introduce motorized recreation vehicles, including off-road vehicles, personal water craft, and snowmobiles.
- (c) introduce active recreation pursuits into a passive recreation area.
- (d) increase public use or introduce non-compatible uses to the extent of compromising the nature and character of the property or causing physical damage to it.
- (e) add or alter access to the park from the surrounding area.

(6) Grants for the restoration, rehabilitation, stabilization, preservation, and reconstruction (or the authorization thereof) of properties listed on or eligible for listing on the National Register of Historic Places, at their same location, and provided that such actions:

- (a) will not alter the integrity of the property or its setting
- (b) will not increase public use of the area to the extent of compromising the nature and character of the property.

PART VII: DEFINITIONS

Capitalized words and terms, other than the first word of each sentence, appear in these guidelines. Unless otherwise stated, the terms used in this Procedural Guide shall have the following meanings:

ACQUISITION – to acquire fee title, leasehold, or other interest in real property. All acquisitions shall be in perpetuity.

APPLICANT – eligible cities, counties, recreation and park DISTRICTS, and certain special DISTRICTS whose authority permits acquisition, DEVELOPMENT, operation, and maintenance of public parks and recreation areas. The only state agencies eligible for LWCF money are the California Department of Parks and Recreation, the Wildlife Conservation Board, the Department of Water Resources, and the Department of Boating and Waterways, on an apportionment basis.

APPLICATION – the individual application form and its required attachments for grants pursuant to the enabling legislation and/or PROGRAM.

AUTHORIZED REPRESENTATIVE – the designated position identified in the resolution as the agent to sign all required GRANT documents including, but not limited to, the grant CONTRACT, the APPLICATION form, payment requests, and GRANT COMPLETION PACKET forms.

CALIFORNIA OUTDOOR RECREATION PLAN (CORP) – a tool for statewide outdoor recreation leadership and action, which includes the state’s assessment and policy plan required by the LWCF Act.

CEQA – the California Environmental Quality Act as stated in the *Public Resources Code* Section 21000 et seq.; Title 14 California Code of Regulations Section 15000 et seq. CEQA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the agency’s proposed PROJECT. For more information, refer to <http://ceres.ca.gov/ceqa/>.

COMPETITIVE – a process whereby PROJECTS are ranked and selected based upon program-specific criteria.

CONTRACT – an agreement between the DEPARTMENT and the GRANTEE specifying the payment of funds by the DEPARTMENT for the performance of the GRANT SCOPE within the CONTRACT PERFORMANCE PERIOD by the GRANTEE.

CONTRACT PERFORMANCE PERIOD – the period of time that GRANT SCOPE ELIGIBLE COSTS may be incurred, and the work described in the GRANT SCOPE must be completed, billed and paid by the state. The Contract Performance Period begins when the CONTRACT is approved by the National Park Service and ends on the date specified in the CONTRACT.

DEPARTMENT – the California Department of Parks and Recreation also known as DPR.

DEVELOPMENT – including, but not limited to, improvement, rehabilitation, restoration, preservation, and protection of outdoor FACILITIES, and, indoor FACILITIES if they support or interpret outdoor recreation in the immediate vicinity.

DISTRICT – any regional park District, regional park and open-space District, or regional open-space District formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of the *Public Resources Code*, or a recreation and park District formed pursuant to Chapter 4 (commencing with Section 5780) of the *Public Resources Code*, or special Districts with the authority to acquire, develop, and operate and maintain public park and recreation areas.

ELIGIBLE COSTS – expenses incurred by the GRANTEE during the CONTRACT PERFORMANCE PERIOD of an approved CONTRACT, which may be reimbursed by the DEPARTMENT.

FACILITIES – includes, but is not limited to, places for organized team sports, outdoor recreation, and informal turf play; non-motorized recreational trails; permanent play structures; landscaping; places for passive recreation, enjoyment of scenic open space, nature appreciation and study, and outdoor education; and infrastructure and other improvements that support these Facilities.

FORCE ACCOUNT LABOR – PROJECT work performed by a grantee's own work force, volunteer services, or individuals paid on a time and material basis. force account expenses may be eligible costs for reimbursement or MATCH.

FULLY USABLE – after expenditure of GRANT funds and matching funds, the PROJECT will be open and available to the public for the full range of use as stated in the GRANT SCOPE section of the PROJECT APPLICATION form.

GRANT – funds made available to a GRANTEE for ELIGIBLE COSTS during a CONTRACT PERFORMANCE PERIOD.

GRANT COMPLETION PACKET – the PROJECT Certification Form, Grant Expenditure Form, the Force Labor Cost Summary Form, if applicable, and Payment Request Form which demonstrate that the work described in the GRANT SCOPE is complete, and that the final payment is requested.

GRANT SCOPE – the description of the expected results from this GRANT.

GRANTEE – an eligible entity that has a CONTRACT for grant funds.

INDIRECT COSTS – charges billed as a percentage of PROJECT costs. These costs are **not** eligible as MATCH or for reimbursement.

IN-KIND – those funds and/or donations that are utilized on the PROJECT, and which may include local or private funds, as well as materials and services. These funds and/or donations shall be eligible only as MATCH.

LWCF – Land and Water Conservation Fund Act passed and signed into law on September 3, 1964, as Public Law 88-578; 78 Stat. 897; 16 USC 460 I -4 et seq. The LWCF program established a funding source for federal ACQUISITION of park and recreation lands and matching grants to state and local governments for recreation planning, ACQUISITION and DEVELOPMENT.

MATCH – committed contributions to the PROJECT, in addition to GRANT funds, which may include funds from state local assistance programs; gifts of real property, equipment, and consumable supplies; services; free or reduced-cost use of land, FACILITIES, or equipment; and bequests and income from wills, estates, and trusts. IN-KIND funds and/or donations used as Match must be from a non-federal source, and may include local or private funds, as well as materials and services. *The only federal money eligible for a Match is funding from the Housing and Community Development Act, U. S. C. § 5301 et. seq.; i. e. Community Development Block Grants.* MATCH is subject to the same spending requirements as the GRANT unless otherwise specified. Donated real property used as all or part of the matching share must meet UASFLA requirements and be acquired during the CONTRACT PERFORMANCE PERIOD.

NEPA – the National Environmental Policy Act of 1969 with amendments, as stated in 42 United States Code § 4321 et seq.]. NEPA is a law establishing policies and procedures that require agencies to identify, disclose to decision makers and the public, and attempt to lessen significant impacts to environmental and historical resources that may occur as a result of the agency's proposed PROJECT using federal funding sources.

NON-CONSTRUCTION COSTS – costs including PROJECT planning (excluding grant writing costs), up to 25% of the Grant amount.

NPS – the National Park Service, United States Department of the Interior.

OGALS – the Department's Office of Grants and Local Services.

PRE-AWARD COSTS – costs that must be incurred before a PROJECT application can be submitted. PRE-AWARD COSTS must be described in the project application and PD/ESF narrative. Therefore, for development projects, the costs of site investigation and selection, site planning, feasibility studies, preliminary design, environmental review, preparation of cost estimates, construction drawings and specifications, and similar items necessary for project preparation may be eligible for assistance, although incurred prior to PROJECT approval. Similar costs may be allowable for ACQUISITION proposals except those relating to appraisals, surveys, and other incidental costs to the purchaser that are precluded by the LWCF Act.

PROGRESS STATUS REPORT – a document issued by the DEPARTMENT that requires the GRANTEE to provide an update of GRANT SCOPE expenditures incurred and activities undertaken during the CONTRACT PERFORMANCE PERIOD.

PROJECT – the ACQUISITION or DEVELOPMENT of real property for new, or rehabilitation of existing outdoor recreational areas and FACILITIES to be accomplished with GRANT funds and MATCH.

PROJECT OFFICER – an employee of the DEPARTMENT who acts as a liaison with the applicants or Grantees, administers grant funds, and ensures compliance with guidelines and grant contracts.

PROJECT SERVICE AREA – the geographical area surrounding a park or recreation area from which a majority of the visitors will come.

RATE OF REIMBURSEMENT – based on the ratio of the GRANT amount to the TOTAL PROJECT COST, this is the percentage at which costs submitted will be reimbursed, up to the GRANT amount.

SECTION 6(F)(3) – no property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

SHPO – State Historic Preservation Office. The entity responsible for reviewing and approving an APPLICANT'S PROJECT to ensure compliance with the Historic Preservation Act requirement (also known as Section 106).

STATE LIAISON OFFICER (SLO) – the Director of the DEPARTMENT or their designee, designated by the Governor to administer the Land and Water Conservation Fund program for the State of California, and given authority by the State Legislature to serve as the State Liaison Officer, also known as SLO.

TOTAL PROJECT COST – the amount of the GRANT request combined with the sources of additional funds that is designated for the completion of a PROJECT.

UASFLA – Uniform Appraisal Standards for Federal Land Acquisitions.

WETLAND – The U. S. Army Corps of Engineers (Federal Register, Section 328. 3(b), 1991) and the Environmental Protection Agency (Federal Register, Section 230. 4(t), 1991) jointly define Wetlands as: Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Note: Authority cited: Section 5099. 10 Public Resources Code. Reference: Sections 5099-5099. 12, Public Resources Code.

Index:

***Accounting Requirements*..... 38**
ACQUISITION .. 6, 8, 10, 11, 12, 18, 19, 23,
27, 35, 41, 44, 45, 49, 50, 61, 63, 64,
65, 67, 68
***Administrative Process Flowchart*.... 7**
APPLICANT 4, 15, 58, 65, 68
APPLICATION.... 10, 11, 12, 15, 16, 17, 48,
49, 50, 54, 65, 66, 67
***Audit Requirement* 39**
AUTHORIZED REPRESENTATIVE..... 4, 19, 36,
37, 65
CEQA 26, 32, 37, 65
***Changes to Grant Scope* 37**
Changes to Project Liquidation Date
..... 37
COMPETITIVE..... 23, 65
***Compliance Inspections* 39**
CONTRACT... 4, 5, 6, 8, 13, 14, 16, 18, 19,
21, 23, 25, 27, 36, 37, 38, 39, 65, 66,
67, 68
CONTRACT PERFORMANCE PERIOD ... 4, 5, 8,
23, 25, 27, 37, 38, 65, 66, 67, 68
***Contract Requirements*..... 5, 17**
***Contract Withdrawals* 8**
CORP ii, 65
DEPARTMENT 3, 4, 6, 8, 16, 20, 25, 27, 37,
39, 65, 66, 68
DEVELOPMENT . 3, 5, 6, 10, 11, 17, 18, 19,
27, 37, 41, 43, 44, 45, 47, 48, 49, 50,
51, 53, 61, 62, 63, 65, 66, 67, 68
DISTRICT..... 65, 66
ELIGIBLE COSTS 4, 8, 20, 21, 65, 66
Equipment Costs Summary Form... 34
***Expenditure Guidelines* 38**

FACILITIES 6, 8, 11, 12, 18, 23, 24, 31, 41,
43, 48, 49, 50, 51, 52, 53, 54, 57, 62,
63, 64, 66, 67, 68
FORCE ACCOUNT LABOR..... 21, 66
***Force Labor Costs Summary Form*30,**
33
FULLY USABLE 37, 66
***Funds Reverting*..... 8**
GRANT 4, 5, 6, 8, 9, 10, 12, 13, 14, 15,
16, 18, 20, 21, 23, 24, 25, 26, 27, 28,
30, 35, 37, 38, 39, 41, 51, 63, 65, 66,
67, 68
***Grant Administration Overview* 4**
GRANT COMPLETION PACKET .. 5, 6, 18, 25,
27, 30, 65
***Grant Contract Provisions*..... 10**
Grant Expenditure Form 32
***Grant Fund Availability Overview*... 25**
***Grant Progress Status Report*..... 26**
GRANT SCOPE 5, 25, 27, 37, 65, 66
GRANTEE 4, 5, 6, 8, 10, 13, 14, 17, 18,
19, 20, 21, 22, 23, 25, 27, 29, 30, 35,
36, 37, 38, 39, 42, 65, 66, 68
INDIRECT COSTS..... 20, 23, 66
***Ineligible Costs Chart* 23**
IN-KIND..... 51, 67
***Land Tenure Verification* 5, 17**
***Legal Requirements*..... 8**
***Loss of Funding* 8**
LWCF 4, 5, 6, 8, 18, 20, 24, 30, 37, 38,
39, 41, 43, 44, 45, 46, 48, 52, 65
***LWCF Eligible Costs Chart*..... 20**
MATCH 20, 45, 51, 66, 67, 68

Memorandum of Unrecorded Grant Agreement (MOUGA).....	5, 19, 35
Memorandum of Unrecorded Grant Agreement Instructions	36
MOUGA	19, 36
NEPA	45, 67
NON-CONSTRUCTION COSTS	20, 67
NPS ..	4, 8, 23, 37, 42, 43, 44, 45, 46, 48, 67
OGALS	4, 17, 19, 36, 38, 42, 67
Payment Request	27, 28, 30, 66
Payment Request Instructions.....	29
PRE-AWARD COSTS.....	4, 25, 67
Prerequisites to Consideration of Conversion.....	43
Program Income.....	38
PROGRESS STATUS REPORT....	6, 18, 25, 68
PROJECT	4, 5, 6, 8, 10, 11, 12, 13, 14, 17, 19, 20, 21, 22, 23, 27, 29, 30, 36, 37, 38, 39, 41, 43, 44, 45, 48, 49, 50, 51, 52, 56, 59, 60, 65, 66, 67, 68
Project Certification Form	30, 31
Project Costs	38
PROJECT OFFICER	30, 68

PROJECT SERVICE AREA	68
Proposal Description and Environmental Screening Form ..	47
Public Access.....	8
Purpose and Funding	3
RATE OF REIMBURSEMENT	27, 29, 68
Record Retention	39
Reimbursement Payments	27
Sample Grant Contract	9
SECTION 6(F)(3) ...	5, 8, 10, 11, 18, 51, 52, 54, 68
Section 6(f)(3) Compliance/Conversions.....	18
SHPO	57, 58
Signage	37
Site Inspection.....	8
SLO	52, 68
Status Reports.....	5, 18
Surcharge	28, 37
TOTAL PROJECT COST	27, 68
UASFLA	5, 18, 68
UASFLA Appraisal	18
WETLAND	49, 50, 52, 69